

Solicitors' Journal & Reporter.

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To CORRESPONDENTS.—All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him.

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CURRENT TOPICS.

MR. FREDERICK G. DAVIDSON has been appointed an additional Taxing Master in the Chancery Division of the High Court of Justice. Mr. Davidson is a member of the firm of Messrs. M. & F. Davidson & Burch, solicitors, of 29, Spring Gardens. He was admitted a solicitor in the year 1850, and has been for some years past a member of the Council of the Incorporated Law Society.

WE UNDERSTAND that the Master of the Rolls has consented to a transfer of twenty-five actions from his list, Vice-Chancellor Malins to a transfer of twenty actions from his list, and Vice-Chancellor Hall to a transfer of twenty actions from his list—making a total of sixty-five actions which are to be transferred to the list of Vice-Chancellor Bacon for re-transfer "for purposes of hearing only" to the list of Mr. Justice Fry.

LORD JUSTICE BRETT is stated to have delivered himself at Leeds of some dicta relating to solicitors in tone not very unlike the observations of the eminent Mr. Weller on widows. The learned Lord Justice is reported in a local paper to have used the following language in a case of *Dear v. Butterworth*:—

"His LORDSHIP, referring to the correspondence which had passed, advised the jury never to reply to a lawyer's letter, as if they did the lawyer would pick something out of it, answer it, and try to trip them up; and if they in the end lost the action they would have many letters to pay for. A lawyer never advised a client to accept an apology, because there the action might end, and the letters which had been written were meant by the lawyers to be read with a flourish before a jury."

We hardly know what the intelligent British jury to whom these graceful and instructive observations were addressed ought to have been most thankful for—whether for the assumption that the wits of the lawyers are so much keener than their own that the lawyer's "trying to trip them up" must necessarily succeed, or for the assumption that the jury were so imbecile as to be unable to decide for themselves whether they would or would not accept an apology. Regarding the advice, however, as addressed to a wider circle than the Yorkshire jury, we would humbly ask the learned Lord Justice whether any layman, replying to a lawyer's letter, could conceivably make an assertion so liable to be "tripped up," as this sweeping statement that "a lawyer never advised a client to accept an apology, because there the action might end." But charges of this kind are no light matter when made by eminent judges on the judicial bench.

RETAIL TRADERS who dread the competition of co-operative stores may, perhaps, so far as recently threatened clerical co-operation is concerned, derive a crumb of comfort from the 29th and 30th sections of the Act 1 & 2 Vict. c. 106. By section 29 it is provided that "it shall not be lawful for any spiritual person . . . to engage in any trade or dealing for gain or profit," with an exception for "any case in which such trading or dealing shall be carried on by any number of persons exceeding the number of six," and certain other exceptions, as to which it is added that "in none of the foregoing excepted cases shall it be lawful for such spiritual person to act as a director or managing partner, or to carry on such trade or dealing as aforesaid in person." The 31st section provides the punishment of suspension for the first and second offences, and deprivation for the third offence against the statute. It must be observed, however, that the 30th section contains a large number of "savings," and that amongst them is a saving "for being a manager, director, partner, or shareholder, in any benefit society, or fire or life assurance society, by whatever name or designation such society may have been constituted." And it might, perhaps, be contended that co-operative stores, strictly so called, are "benefit societies." Indeed, we take the meaning of the legislation on the subject to be that, while the mere holding of shares in companies of any kind is legalized, all personal interference in any dealing for gain or profit is forbidden, but that if gain or profit be not the object, a cleric is as free to join a board of directors as a layman. We may observe that it was decided in *Lewis v. Broune* (4 E. & B. 917) that if a clergyman engages in trade in contravention of the statute, his contracts may nevertheless be enforced either by or against him, and such is the plain effect of the proviso to section 31 of 1 & 2 Vict. c. 106.

MR. J. W. SMITH, Q.C., has been succeeded by Mr. Arundel Rogers. Having come to the conclusion that of late the preponderance of appointments of county court judges is so greatly on the side of those which, like

the present, though not equally with the present, it is impossible to approve, we think it best to give up the attempt to estimate the merits of such appointments, and to reserve any comment until they come to be made in accordance with some standard which the profession can recognize or at least understand.

THE IMPORTANT CONCESSION to the convenience of suitors and of the profession, which we announce above—viz., the appointment of an additional taxing master in the Chancery Division—is, we believe, in no small degree owing to the recent exertions of the Council of the Incorporated Law Society. It will be remembered that last year the council called the attention of the Lord Chancellor to the delay in the taxing master's office, but received a reply that the Lord Chancellor had been informed that, with but one exception, all the taxing masters could give appointments within a week of the application, and that better arrangements were being made for the conduct of the office. The renewed outcry which has arisen shows the justice of the conclusion then arrived at by the council that the only possible remedy would be an increase in the number of taxing masters.

IN SEVERAL of the reports of provincial law societies, which we have recently published, reference has been made to the question of what is the duty of a solicitor when he is requested to witness, under the provision of the Act of last session, a bill of sale which has been prepared by an accountant, or otherwise under non-professional advice. The preponderance of opinion is greatly in favour of refusing to attest such instruments; and this we cannot doubt is the proper course to be taken. But in order to render this course effective, it is obviously necessary that solicitors should come to some general understanding on the matter. There must be some means of arriving at such an understanding, and the sooner it is done the better.

MR. JUSTICE FRY is expected to return from circuit towards the end of next week, but the day on which he will sit in the Chancery Division is not yet appointed.

WE REGRET TO LEARN that Lord Justice Baggallay is still suffering from the effects of his recent severe attack of bronchitis, and on Thursday was still unable to leave the house.

In delivering judgment in the case of *Mr. Dale* on Saturday last, Lord Penzance said that Mr. Dale "has adopted the very novel and curious method of writing letters to the registrar of the court complaining of technical defects in the proceedings, and warning the court that if the proceedings are continued against him he shall 'take such steps' as he may be advised for the protection of his just rights." Meanwhile, he has endeavoured in every possible way to avoid being served with any of the notices or other papers connected with the proceedings, and having refused to take out of the postman's hand a registered letter containing one of the most important of them, he has had the courage to write and complain that he never received it. As a climax to this line of conduct he has afforded the not very dignified spectacle portrayed to the court by the witness this morning of a gentleman and clergyman of the Church of England running down a narrow flight of stairs into the basement of his house as soon as he caught sight of the officer of this court with a paper in his hand. He can hardly have understood that the dreaded paper was nothing more than a notice to him that this cause would be proceeded with to-day, and he might safely have preserved his dignity without compromising 'his just rights.'

LIABILITY OF DIRECTORS FOR MISAPPLICATION OF MONEYS OF THE COMPANY.

A VALUABLE provision of the old Winding-up Acts was enacted in a more stringent and comprehensive form in section 165 of the Companies Act, 1862, which provides that "where, in the course of the winding up of any company under this Act, it appears that any past or present director . . . has misapplied or retained in his own hands, or become liable or accountable for, any moneys of the company, or been guilty of any misfeasance or breach of trust in relation to the company, the court may, on the application of any liquidator, or of any creditor or contributory of the company, notwithstanding that the offence is one for which the offender is criminally responsible, examine into the conduct of such director . . . and compel him to repay any moneys so misapplied or retained, or for which he has become liable or accountable, together with interest after such rate as the court thinks just, or to contribute such sum of money to the assets of the company by way of compensation in respect of such misapplication, retainer, misfeasance, or breach of trust, as the court thinks just."

For some years after this provision became law, it seemed likely that its efficiency would be greatly impaired. The jurisdiction is only optional, and some judges were inclined to restrict the exercise of it to cases of a perfectly clear and simple description. Thus in *Re Royal Hotel Company of Yarmouth* (15 W. R. 953, L. R. 4 Eq. 244), Lord Romilly said that "where there was a question to be tried a suit could not be dispensed with," and according to the report in the *Law Reports*, he added that the court could only exercise the discretion "in plain and straightforward cases where there was no point of law to be determined." But in *Stringer's case* (17 W. R. 694, L. R. 4 Ch. 475) it was decided that no such narrow construction should be put upon the section, but that, on the contrary, as Lord Justice Selwyn said, "the court is empowered to examine into the conduct of the director, and that necessarily implies deciding the question whether he has been guilty of any misfeasance or breach of trust, which, of course, it would be open to him to deny, and, therefore, there would be a question to be tried in every such case."

In *Stringer's case* it was clearly intimated that under the provisions of the section a director might be ordered to return a dividend received by him under a delusive or fraudulent balance-sheet, although such dividend had been declared and paid to the shareholders under the sanction of a general meeting. And in *Rance's case* (19 W. R. 291, L. R. 6 Ch. 104) such an order was actually made; and made, too, in a voluntary winding up. "I am of opinion," said Lord Justice James, "that the bonus was declared upon a delusive and fraudulent balance-sheet; that it comes within *Stringer's case*; that this court has jurisdiction to order, and is bound to order, the director, who has received the money on a balance-sheet drawn up in this manner in consequence of his neglect of duty, to repay the amount." So far, it will be observed, the furthest point reached by the court under this section was that of compelling the director to refund a dividend received by him.

But in the recent case of *In re National Funds Assurance Company (Limited)* (27 W. R. 302), the learned Master of the Rolls has taken a long step in advance, and one which, if it be maintained, cannot fail to exercise an important effect in securing the honest and vigilant conduct of the affairs of companies by directors. He has held that, on an application under section 165, directors may be ordered, not merely to repay dividends or interest received by them on their shares, but to repay the whole sum misapplied in payment of dividend or interest out of capital. And he has, moreover, made this order in a case where there seemed to be a good deal to be said for the directors. The report of the case states that by the articles of association the directors had power, without the sanction of a general meeting,

to pay interest at the rate of £5 per cent. per annum upon the paid-up capital of the company; but it was provided that no dividend should be paid except out of the profits of the business. In December, 1872, pursuant to a resolution of a general meeting, certain documents called share-warrants, namely, certificates that the bearer was entitled to so many fully paid-up shares and interest thereon, were issued to several shareholders. It was proved that the company had made no profits; the directors, nevertheless, had paid the interest on the share-warrants. It appeared that the sum paid for interest was shown on the balance sheets which were produced to the general meeting, and that then some discussion took place as to the propriety of such payment, but the item was eventually allowed. The interest so paid was the sum for which it was sought to make the directors liable. The Master of the Rolls held that, although the articles authorized the payment of interest, they nowhere authorized the return of capital—which in effect the payment of interest out of capital was. The creditors had clearly the right to have the capital kept for payment of their claims. Such a payment was therefore a misapplication of the money of the company and a breach of trust within the section; and an order was made that the directors should repay the whole amount so misapplied, limiting the liability of each director to the sums he participated in paying, and reserving to the directors the right to enforce repayment against the shareholders who had received the interest.

The doctrine that, if a company pledges its funds for payment of its debts and the directors knowingly pay dividends out of capital, the directors are liable to replace the whole of the dividends paid out of capital, is not new; it seems to have been distinctly laid down in *Ewens v. Coventry* (8 De. M. & G. 835; see the decree, 5 W. R. 187). The novelty of the recent decision lies in the fact that the doctrine can be enforced by the summary process provided by section 165, and the importance of the decision lies in the fact that, if the doctrine can be so applied, it will be so applied in every winding up where dividends or interest have been paid out of capital without express authority in the articles. It is to be hoped that the decision will be supported, for it is scarcely possible to conceive of a case in which the device of paying interest or dividends out of capital can be resorted to for any proper purpose. The object must be to bolster up the credit of the company by making it seem more prosperous than it is. The sooner the practice is put an end to the better; and we think that if the Master of the Rolls' decision is upheld, it will not long survive.

In the Exchequer Division on Wednesday, before Mr. Baron Pollock and a common jury, the list included five cases, the first four of which were struck out within five minutes after the sitting of the court, owing to the non-appearance of any of the parties. Mr. Baron Pollock, turning to the jury, said great complaints are made, and people continually write to the newspapers to say they cannot get their cases tried, and we come here, and then find the parties are not ready. Subsequently the learned baron, having finished the list of cases before half-past two, again drew attention to the absence of the parties in cases which had been set down for hearing, and observed: "I think it right to draw public attention to the expense and inconvenience which upon these occasions are caused to the jury by their attendance, and to the suitors who come after in the order of the list, and who would have been ready to have had their cases tried if set down for hearing to-day. I suppose cases in this list have been settled out of court. Notice should, in that event, have been given to the officer of the court, and it should be understood that a rule which has been laid down ought to be adhered to, and even enforced, in some way. It is a very serious question whether more stringent steps should not be taken in the form of a penalty, so as to check the expenditure which is so heedlessly cast upon other people."

Recent Decisions.

BANKRUPTCY.

(*Ex parte Dressler*, C.A., 27 W. R. 144, L. R. 9 Ch. D. 252; *Ex parte Brook*, C.A., 27 W. R. 255, L. R. 10 Ch. D. 100; *Ex parte Culley*, C.A., L. R. 10 Ch. D. 307.)

In the case of *Ex parte Dressler* it was contended that a trustee who remained in possession of leasehold premises, and had not when called upon disclaimed the lease, was not personally liable for the rent. The argument was founded on the case of *In re Sneezum* (25 W. R. 49), where the trustee was held not to have personally adopted a contract by reason of not having disclaimed it. The Court of Appeal, however, pointed out that the case of a lease was in this respect different from a contract, that the liability to the rent followed the possession of the land. The *ratio decidendi* of *In re Sneezum* was declared to be that if sections 23 and 24 are not strictly followed legal rights stand as under the pre-existing law; and in the case of an assignee remaining in possession of leaseholds, the old law was that he became, by reason of his privity of estate, personally liable for the rent.

In *Ex parte Brook* the Court of Appeal acted upon what we stated, in commenting upon the important decision of *Ex parte Stephens* (26 W. R. 136), to be, in our judgment, the principle upon which that case went. The question relates to the removal of fixtures by a disclaiming trustee. The facts in *Ex parte Stephens* were that the fixtures were removed after disclaimer; but the law, as we understood it, was that disclaimer, operating as a surrender from the date of adjudication, would retrospectively vitiate such a proceeding at any time after the adjudication. The court has now held that this was the true view of that case. The difficulty of the rules laid down in the books as to removal of fixtures in ordinary cases was discussed to some extent in the judgments of their lordships; and we collect that the cases would be limited in which they would be disposed to hold that there is a right to remove after the expiration of the term. But when the term comes to an end by surrender, there can be no extension of time allowed to the tenant to take away the fixtures; "at the date of the surrender they form part of the freehold, and the law has no right to limit the effect of the surrender by excluding from it that which legally passes by it, and which has not been excluded from it by the bargain of the parties."

Ex parte Culley was a case in which the court affirmed the existence of the rule that a trustee of a debt for an absolute beneficial owner cannot sustain a bankruptcy petition against the debtor without the beneficial owner joining. This decision is, no doubt, in harmony with the general opinion of the profession, as it is based on the very sound, common sense reason that there may have been dealings between the debtor and the real owner of the debt, which the nominal creditor may know nothing about. It was necessary, however, to go a little beyond the language of the Act, which requires only that the petitioner's debt must be a liquidated sum due at law or in equity; and we confess we do not quite follow Lord Justice Cotton's observation, if it is correctly reported, that this provision in the Act "in no way deals with the person who must come before the court representing the debt." It seems to be true to say that there is nothing in the Act clear enough to make away with a well-established and beneficial rule.

General Correspondence.

NOTING UP CASES.

[To the Editor of the Solicitors' Journal.]

Sir,—Of reading many reports there is no end, and much noting is a weariness of the flesh. In the hope that I may in return get some useful wrinkles, I propose to put before your readers a plan of noting I have recently adopted. It is shortly this:—On receipt of a fresh issue of reports my clerk notes up all the cases cited from the reports (of which reports he has a list) to which I am likely to refer, in a loose index made up of separate slips, eight of which are made, when required, out of a sheet of draft paper by dividing it into four lengths and halving these across. Here is a specimen slip. It is headed 34 Beav. Just below appears an entry (1) 9 Ch. D. 275; an inch below another entry, (88) 9 Ch. D. 441, and so on. Now, suppose that on behalf of an unfortunate client I have to consider the case reported in 34 Beav., p. 88, my clerk will, on demand, produce the bundle of slips, which two bits of cardboard and an elastic band keep in alphabetical order, run through them with one movement of finger and thumb, and hand me 9 Ch. D. open at p. 441. Here I should expect to find a case reported in which the present Master of the Rolls has not considered himself bound to follow his predecessor, and I should in such case make an entry in Beav. accordingly; but suppose, as still more frequently occurs, that the earlier and later cases have no bearing whatever on one another, the entry on the slip will, after the consideration begot by actual and remunerative business, be cut out, and my valuable edition of Beavan will be saved from useless ink.

When I read reports not yet noted up, I do so pencil in hand, and underline with one mark for entry in the books themselves the reference to cases which I can see at once should be so noted, and with a different mark for entry in the slips cited cases as to which I am doubtful, while I pass over altogether the numerous citations which I am sure I don't want noted at all. This, of course, saves the bundle of slips from useless entries, but it entails delay, and, besides that, a fresh slip can always be substituted for a spoilt one. Much of the good of noting is lost if it be not up to date.

The advantages I claim are pretty obvious. In relying on an old case I feel safe; my books are kept undisfigured by careless and useless entries, my clerk can get through his month's noting without leaving his desk, and produce any one slip more quickly than he could turn to a page of a bound index; I can read my reports away from chambers, and if ten years hence my fees will stand me in a copy of H. L. C. they will be as well noted up as the said edition of Beavan. D.

Mr. Serjeant Petersdorff, county court judge, while descending the steps leading from the bench at his court at Barnstaple on Wednesday, accidentally fell, and severely injured his spine. He now lies at the Lion Hotel, Barnstaple.

At Lynn Petty Sessions on Monday, Richard Lindsey Nurse, nineteen, articled solicitor's clerk, was charged with stealing £692, trust money. It appeared that on the 24th of January the prisoner was sent by his father, Mr. James Nurse, solicitor, of Lynn, to Downham-market, a distance of twelve miles, for the purpose of having an error in a cheque for £629 corrected by Messrs. Reed & Wayman, solicitors, of that town. Having done this, instead of returning with the cheque, he cashed it at Messrs. Gurney's bank, receiving Bank of England notes, with which he absconded. This caused such a shock to his father's nervous system that he was compelled to take to his bed, and on Tuesday, the 4th inst., he burst a blood vessel and died. Nurse, the son, was arrested on Friday last by Superintendent Ware and Detective Sergeant Butcher. The prisoner was conveyed to Lynn, and upon being brought before the magistrates on Monday he was remanded for a week.

Cases of the Week.

BANKRUPTCY—INTEREST OF BANKRUPT IN POSSIBLE SURPLUS OF ESTATE—EXAMINATION OF ALLEGED CREDITOR.—MORTGAGE OF SURPLUS—BANKRUPTCY RULES, 1879, r. 166.—In a case of *Ex parte Sheffield*, before the Court of Appeal on the 6th inst., a proof for a very large amount had been tendered, the result of the admission of which would have been that the bankrupt's estate would not suffice to pay the creditors in full. If, on the contrary, the proof was rejected, there would probably be a surplus after paying all the creditors in full. The bankrupt disputed the validity of the proof, and on his application the Court of Appeal gave him leave to summon the alleged creditor for examination with respect to his proof (*Ex parte Austin*, 25 W. R. 51, L. R. 4 Ch. D. 13). This order was not acted upon, and after the expiration of some months a person, who alleged that the bankrupt had assigned to him the surplus of his estate by way of security for advances made to him since the commencement of the bankruptcy, applied to the court for a similar order for the examination of the alleged creditor. The applicant alleged also that the examination under the original order had been abandoned by agreement between the bankrupt and the alleged creditor, the latter having notice of the applicant's security, and urged that he had such an interest in the surplus as entitled him to ascertain its amount. The Court of Appeal (Jessel, M.R., and James and Bramwell, L.JJ.) refused the application. They said that the bankrupt had no interest in the surplus of his estate beyond a mere possibility, and that he could not by an assignment of that interest confer on his assignee the right of interfering in the administration of the estate. The applicant did not come within the terms of rule 166.

CONTRACT FOR SALE OF GOODS—BANKRUPTCY OF PURCHASER BEFORE DELIVERY—RIGHT OF VENDOR TO RE-SELL.—PROOF IN BANKRUPTCY FOR DEFICIENCY.—In a case of *Ex parte Stapleton*, before the Court of Appeal on the 6th inst., the question arose whether the vendor of goods has, in the event of the bankruptcy of the purchaser before delivery of the goods, the right to re-sell them and to prove in the bankruptcy for the deficiency on the second sale. The contract was for the sale of a cargo of maize, to be shipped from America to England, which was to be paid for by the purchaser's acceptances to the seller's drafts. While the cargo was still at sea the purchaser filed a liquidation petition. The bill of lading, which had been made out to the order of the vendor, was still in his possession. The petition was filed on the 19th of January, and a receiver was appointed the same day, who gave immediate notice of his appointment to the vendor. On the 6th of February the vendor entered into a contract to sell the cargo for a considerably less sum to a third person. The market was then falling, and it continued to fall afterwards, and the vendor obtained the best possible price on the re-sale. On the 8th of February the vendor tendered the cargo to the trustee in the liquidation, but he refused to accept it. The re-sale was then carried out, and the vendor claimed to prove in the liquidation for the deficiency on the re-sale. The Court of Appeal (Jessel, M.R., and James and Bramwell, L.JJ.) held that the proof, which the registrar had rejected, must be admitted. Jessel, M.R., said that, the filing of the petition having been announced to the vendor before the arrival of the cargo, it would be absurd to suppose that he was bound to part with the cargo in exchange for the purchaser's acceptances, which were worthless or nearly so. The debtor had, in effect, given notice to the vendor that he had parted with his property and was unable to pay for the cargo, and this was equivalent to a repudiation of the contract. Of course this would not affect the right of the trustee to elect within a reasonable time to fulfil the contract on paying the agreed price in cash. But, if he did not do this, the vendor was entitled to treat the contract as broken, without the necessity of making any tender to the trustee. And, as the market was falling, the amount of damages was plainly the difference between the contract price and the price obtained on the re-sale. His lordship added that a sub-purchaser from the debtor would have had the same right of electing to fulfil the contract, on tendering the price in cash within a reasonable time.

REPUTED OWNERSHIP—ORDER AND DISPOSITION—GOODS

SENT ON SALE OR RETURN—CUSTOM OF TRADE—BANKRUPTCY ACT, 1869, s. 15.—In a case of *Ex parte Wingfield*, before the Court of Appeal on the 6th inst., a question arose upon the construction of the reputed ownership clause, section 15, of the Bankruptcy Act, 1869. A week before an adjudication of bankruptcy was made against a horse-dealer, a horse was sent to him by another horse-dealer on sale or return, and the horse was in his possession at the time when the adjudication was made. The trustee claimed the horse under the reputed ownership clause, and the sender applied to the court for an order that the trustee should deliver it up to him. Evidence was adduced of the existence of a well-known custom in the horse-dealing trade of sending horses in this way on sale or return, and it was contended that this custom was sufficiently notorious to exclude the reputation of ownership arising from the possession of the horse. The trustee disputed the sufficiency of the evidence of the custom. But it was also contended on his behalf that, independently of any reputation of ownership, he was entitled, under the words of section 15, to the horse. That section provides that the property of the bankrupt divisible amongst his creditors is to include goods and chattels in his possession, order, or disposition at the commencement of the bankruptcy, by the consent of the true owner, "of which goods and chattels the bankrupt is reputed owner, or of which he has taken upon himself the sale or disposition as owner." The argument was that, under the latter alternative (which we have placed in italics), it was not necessary that the bankrupt should have acquired the reputation of ownership, and it was said that the words of that alternative precisely met the case of goods sent on sale or return. In such a case the person to whom the goods were sent took upon himself the sale or disposition of them as owner. The Court (Jessel, M.R., and James and Bramwell, L.JJ.), however, refused to admit this construction. Jessel, M.R., said that it would be contrary to the universal opinion as to the meaning of the section, which had always been known as the "reputed ownership" clause. It was intended to meet the case of a man obtaining credit from his being seen in the possession of property as his own, and it imposed on the true owner of the property the penalty of losing it, because he had allowed this delusive credit to be obtained. A man who had goods sent to him on sale or return had nothing but an option of taking the goods, which he might exercise in one of three ways—by buying them at the price named, by selling them, or by keeping them so long that it would be unreasonable that he should afterwards return them to the sender. If he sold the goods, or attempted to sell them, he did not do so as owner, but only as having this option. It must, therefore, be shown that he had become the reputed owner of the goods, and the only question in this case was whether the evidence of the custom was sufficient. The court held that the evidence was sufficient, and ordered the horse to be delivered up to the true owner.

CONSTRUCTION OF STATUTE—RIGHTS OF THE CROWN—BANKRUPTCY—RELATION BACK OF TRUSTEE'S TITLE—LIQUIDATION PETITION—APPOINTMENT OF RECEIVER—EXTENT ISSUED BETWEEN FILING OF PETITION AND APPOINTMENT OF TRUSTEE—BANKRUPTCY ACT, 1869, ss. 11, 13, 32, 42.—In a case of *Ex parte The Postmaster General*, before the Court of Appeal on the 7th inst., an important question arose as to the rights of the Crown under the Bankruptcy Act, 1869. Some auctioneers, who had been employed by the authorities of the General Post Office to sell old stores, filed a liquidation petition, and on the same day, upon their application, supported by a number of their creditors, a receiver and manager of their property and business was appointed, who at once took possession of their property. At the time when the petition was filed the debtors owed a considerable sum to the Post Office for the price of stores which they had sold. Notice of the petition and of the appointment of the receiver was given to the Postmaster-General. He then applied to a judge for the issue of an immediate writ of extent against the goods of the debtors. The writ was issued, and under it the sheriff seized the goods of which the receiver had already taken possession. Afterwards the creditors met and resolved upon a liquidation by arrangement, and appointed a trustee. Upon the application of the trustee, Mr. Registrar Murray (as Chief Judge) ordered the sheriff to withdraw and to deliver up the

goods which he had seized to the trustee. His Honour was of opinion that the effect of the filing of the petition and the appointment of a receiver on the application of the debtors was to create a *quasi* trust of their property for the benefit of their creditors, and that this so changed the title to the debtors' property as to exclude the operation of the extent. Before the Court of Appeal it was argued, on behalf of the Crown, that its rights were in no way affected by the Bankruptcy Act, 1869. Under previous bankruptcy statutes it had always been held that the relation back of the title of an assignee in bankruptcy had no operation as against the rights of the Crown, but that when property of a bankrupt had been seized under an extent between the commission of an act of bankruptcy and an adjudication, the title of the Crown under the extent must prevail over that of the assignee. There was nothing, it was said, in the Bankruptcy Act, 1869, to alter the rights of the Crown, and this being so, the property of the debtors remained vested in them until the appointment of the trustee, and was therefore affected by the extent. On behalf of the trustee it was urged that the Crown is bound by the Bankruptcy Act, 1869, inasmuch as section 32, which provides that certain Crown debts are to have priority in the administration of a bankrupt's estate, and section 49, which provides that an order of discharge shall not release the bankrupt from debts due to the Crown, unless with the consent in writing of the Commissioners of the Treasury, show that the Legislature had the rights of the Crown in their contemplation, and must be taken, therefore, to have intended that the Crown should be bound by all the provisions of the Act, and therefore by the relation back of the title of the trustee. But even if the Crown was not directly bound by the Act, it was further contended that the filing of a liquidation petition and the appointment of a receiver at the instance of the debtor amounted in substance to a *cessio bonorum* for the benefit of the creditors, and so changed the nature of the debtor's interest in his property, or created a charge upon his interest, that the Crown could only take the property under the extent subject to the rights of the creditors. The Court of Appeal (Jessel, M.R., and James and Bramwell, L.JJ.), declined to accede to these arguments, and held that the title of the Crown must prevail. Jessel, M.R., said that section 32 no doubt affected certain Crown debts, but if the Crown did not avail itself of the benefit of that section, it was not affected by it, and that section did not show that it was intended that the Crown should be bound by the provisions of other sections in which it was not named. And section 49 merely gave the Crown an option of saying whether the order of discharge should release the bankrupt from Crown debts. There was really nothing to deprive the Crown by the other sections of the Act of its uncounted prerogative. The result was that the extent bound that which was the property of the debtors at the time when it was issued. What, then, was the effect of the filing of a liquidation petition? The petition was a request by the debtor to be allowed to liquidate his affairs by arrangement, and not to be made a bankrupt, and he was not allowed to file it except on the terms of stating in it that he was unable to pay his debts, and thus committing an act of bankruptcy upon which his creditors might be able to have him adjudicated a bankrupt. He might apply for the appointment of a receiver, but it was the court who made the appointment. The next stage of the proceedings was the meeting of the creditors, when they might adopt one of four courses—agree to a liquidation by arrangement, agree to accept a composition, resolve that the debtor should be made a bankrupt, or do nothing at all. In two of these cases the debtor's property remained vested in him; in the other two it vested in the trustee when he was appointed. But, till one course or another had been resolved upon, the property remained vested in the debtor. The potentiality of something happening afterwards which would divest the debtor's property could not affect the right of the Crown under the extent. The appeal was accordingly allowed, and the Crown was declared entitled to the goods which had been seized.

PRACTICE—LANCASTER CHANCERY COURT—SERVICE ON DEFENDANT OUT OF JURISDICTION—SUBSTITUTED SERVICE.—In an action in the Lancaster Chancery Court an *ex parte* application was made to the Court of Appeal, on the 12th

inst., for an order for substituted service. One of the defendants was residing out of the jurisdiction of the Lancaster Court, and the Court of Appeal, under its statutory power, gave leave to serve the writ on that defendant. Attempts were then made to serve the defendant at a house where she was believed to be living, but without success, and the application to the Court of Appeal was for leave to effect substituted service upon an agent of the defendant who resided within the jurisdiction of the Lancaster Court. The application had been previously made to Little, V.C., but he thought that he had no power to interfere, and suggested the application to the Court of Appeal. The court (James, Bramwell, and Brett, L.J.J.) were of opinion that the order ought to be made by them, and not by the Vice-Chancellor, and they gave leave to effect substituted service upon the agent, directing also that another copy of the writ should be sent by post, addressed to the defendant at the house at which she was supposed to be living.

JURISDICTION—INFANT WARD OF COURT OF UNSOUND MIND—SUCCESSION DUTY—POWER TO CHARGE INTEREST OF INFANT IN REAL ESTATE.—In a case of *In re Edwards*, before the Court of Appeal on the 12th inst., an infant ward of the Lancaster Chancery Court was of unsound mind, but not so found by inquisition, and had been placed in an institution for imbeciles. Upon an application being made to him with respect to the custody and education of the infant, Little, V.C., was of opinion that, by reason of the infant's unsoundness of mind, he had no jurisdiction in the matter, and he desired the point to be mentioned to the Court of Appeal. The Court of Appeal (James, Bramwell, and Brett, L.J.J.) were of opinion that the jurisdiction of the court which was founded on the infancy was not ousted by the fact that the infant was also of unsound mind, and they remitted the matter to the Vice-Chancellor with an intimation of their opinion. Another question of jurisdiction arose in the same case under these circumstances. Four infants were tenants in common in tail of real estate, with cross remainders between them. The instalments of succession duty had been allowed to fall into arrear, and if the Inland Revenue authorities enforced their rights, there would not be sufficient income left for the maintenance of the infants. An arrangement was come to, subject to the sanction of the court, for payment of the duty in instalments spread over a longer period than that which is provided by the Succession Duty Act, and that, by way of security to the Crown, a charge for the whole duty should be created on the whole of the four shares. Little, V.C., was of opinion that he had no jurisdiction to create such a charge, and the Court of Appeal agreed with him. They said that the proposed arrangement was a very desirable one, but it could only be effected by means of a private Act of Parliament.

LIQUIDATION—PROOF—UNTAXED COSTS.—In a case of *Teyceous v. Grant*, before the Court of Appeal on the 12th inst., an order had been made by that court staying the proceedings under a judgment pending an appeal by the defendant to the House of Lords. The damages recovered by the plaintiff had been paid into court, but the order did not provide, as is the usual practice, that the taxation of costs should proceed. The appeal to the House of Lords not having been heard, the defendant filed a liquidation petition, and the plaintiff then applied to the Court of Appeal that, notwithstanding the order staying the proceedings, her costs might be taxed. The reason assigned for the application was that, so long as the costs were untaxed, the plaintiff could not prove for them in the liquidation, and could not, therefore, vote at the first meeting of the creditors, or examine the debtor at the meeting. The court (James, Bramwell, and Brett, L.J.J.) said that the plaintiff could, without any practical difficulty, make an affidavit that at least a specified sum was due to her for costs, and could prove for that sum and vote in respect of it. The application was, therefore, refused.

WINDING UP—INSOLVENT COMPANY—PETITION BY SECURED CREDITOR—ELECTION TO GIVE UP SECURITY—RULE IN BANKRUPTCY—JUDICATURE ACT, 1875, s. 10.—In a case of *Moor v. Anglo-Italian Bank*, before the Master of Rolls on the 8th inst., the question again arose as to the construction of section 10 of the Judicature Act, 1875, and

its application under the following circumstances:—The Anglo-Italian Bank were mortgagees of the property of another company, the Florence Land and Public Works Company, and presented a petition to wind up the latter company, on which petition the usual compulsory order was made. The Anglo-Italian Bank did not in their petition offer to give up their security, nor did they set a value upon it and petition in respect of the balance, but they relied on the whole of their debt as the ground of their petition. A motion was now made on behalf of debenture holders on the Florence Company that the bank might be restrained from selling the property which they held as mortgagees, on the ground that they had forfeited their security, or had, at all events, elected to treat themselves as unsecured creditors. The argument was that under the 10th section of the Judicature Act, 1875, the bankruptcy rule was imported into the winding up of the Florence Company, which was admittedly insolvent—namely, that no person could petition for an adjudication in bankruptcy as a secured creditor without either giving up his security or else setting a value upon it, and presenting his petition simply in respect of the balance. If a secured creditor petitioned in respect of his whole debt, he would in bankruptcy be taken to have forfeited his security or elected to treat himself as an unsecured creditor. The Master of the Rolls was of opinion that there was no such rule in bankruptcy as had been relied on; the only result so far as he knew of a secured creditor petitioning for adjudication without giving up or setting a value upon his security would be that the adjudication would be bad, or the creditor would, if he went on further to vote or receive a dividend in respect of his whole debt, be taken to have finally elected to abandon his security. There was no rule which declared a person's security forfeited under the above circumstances. But, apart from there being no such rule as contended for, he was clear that there was no analogy between the two cases, as it was undoubted that a secured creditor could present a winding-up petition, and that the winding-up order would be equally good, whether made on the petition of a secured or an unsecured creditor. He considered the 10th section did not apply to the case, and he refused the motion, with costs.

COMPANY—VOLUNTARY LIQUIDATION—PETITION BY SHAREHOLDERS FOR COMPULSORY ORDER—SUFFICIENCY OF INTEREST.—In a case of *The Brick and Stone Company*, before the Master of the Rolls on the 10th inst., a petition was presented by three shareholders holding thirteen out of 587 shares in the company asking for a compulsory order. These shares were not fully paid up. The company had passed a resolution for a voluntary winding up, but this had not been confirmed when the above petition was presented. The Master of the Rolls considered that the interest of the petitioners was not sufficient to justify him in interfering with the views of three-fourths of the shareholders as expressed at the first meeting. The petitioners should have waited to see what the result of the second meeting was. They had not done so, and under the circumstances he did not think their interest, unsupported by any other shareholders or creditors, justified them in interfering, and he dismissed the petition, with costs.

COMPANY—CARRIAGE OF WINDING-UP ORDER—TWO PETITIONS ADVERTISED IN SAME GAZETTE, BUT ONE PRESENTED A DAY EARLIER.—In a case of *Storforth-lane Colliery Company*, also before the Master of the Rolls on the 10th inst., a question arose as to who was to have the carriage of the winding-up order under the following circumstances:—A petition was presented by a creditor in the Rolls Court for a compulsory order on the 15th of January. Another petition by a creditor was presented in Vice-Chancellor Bacon's court on the 16th of January, with no notice of the previous petition. Both petitions were advertised in the same number of the *London Gazette*, but the petition of the 16th of January appeared in an earlier part of the paper to that presented on the 15th of January. The petition in Vice-Chancellor Bacon's court was transferred to the Rolls Court. The Master of the Rolls made one order on both petitions, and gave the carriage of the order to the petitioner whose petition had been first presented, considering that that circumstance took the case out of the general rule as to prior advertisement.

TRUST COMPANY—ILLEGAL PARTNERSHIP—MORE THAN TWENTY MEMBERS ASSOCIATED FOR PURPOSES OF GAIN—ILLEGAL COMPANY FOR PURPOSES OF A LOTTERY—COMPANIES ACT, 1862, s. 4.—In a case of *Sykes v. Beadon*, before the Master of the Rolls on the 11th inst., the question arose as to whether a trust company formed for the purpose of obtaining subscriptions from the public, investing the same in Government and railway stocks, and applying the interest on the investments and drawings of the loans in payment of the coupons of subscribers, in re-investment in other stocks, and ultimate division amongst the subscribers, was an illegal partnership under the Companies Act, s. 4, as consisting of more than twenty persons, and formed for the purpose of gain. The number of subscribers was about 400. The prospectus in several places spoke of the "profits" that were to be made, and as to their application. A trust deed had been executed by the trustees, who were to invest and manage the trust funds, and that deed also provided as to the application of the "profits" likely to be made. According to the trust deed, certain benefits were to be given to subscribers whose names were to be drawn by "lot" in a specified way. The Master of the Rolls was clearly of opinion that the association was an illegal one as not being registered under the Companies Act. It consisted of more than twenty persons, and it was certainly formed for the purpose of gain. His impression also was, though the point had not been argued, that the association was, in effect, a sort of lottery, and therefore illegal also on that ground under the Lottery Act.

Societies.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday last, February 12, Mr. Sidney Smith (deputy chairman) presiding, the other directors present being Messrs. Asker (Norwich), Brook, Hedger, Paterson, Price, Rickman, Roscoe, Veley (Chelmsford), Williamson, and Woolbert; Mr. Eiffe, secretary. A sum of £170 was distributed in grants of assistance to the necessitous families of deceased solicitors, eleven new members were admitted to the association, Mr. Henry John Ware, solicitor, York, was unanimously elected a provincial director of the association, and other general business was transacted.

LAW STUDENTS' DEBATING SOCIETY.

At the commencement of the meeting of the society on the 11th inst., at the Law Institution, London, Mr. C. Swinfen Eady, LL.D., in the chair, the adjourned debate on the motion and amendment relating to "Dispensing Orders," reported last week, was resumed by Mr. J. Nicholls. He stated that different stipulations were required according to the court in which the application was made. Eighty-four orders had been granted during the last year, seventy-three by the Lord Chief Baron, nine by the Master of the Rolls, three by the Lord Chief Justice of the Common Pleas, and two by the Lord Chief Justice; the former issuing the order unconditional and the latter on such conditions which, in their opinion, seemed suitable to the case, as by requiring the applicants to pass in certain subjects. Some amusement was caused by his reading a stationer's printed model form for the memorial for an order from the Lord Chief Baron, setting out the capabilities of the applicant. He also stated that ten years' service entitled the clerk to be articulated for only three years, and held that the system itself was good, but that the orders should only be granted at a certain age or to men who had before passed some equivalent examination, as for entering the army. After some discussion the amendment was thrown out, and also some other amendments proposed, and the original motion of Mr. MacColla, on being put to the meeting, was carried as follows:—"That the present system of granting 'Dispensing Orders' and admitting persons to practise as solicitors whose educational fitness has not been previously tested by the 'Preliminary' or some equivalent examination, is highly injurious, and that the secretary do communicate the views of this meeting to the council of the Incorporated Law Society." The question appointed for the evening's debate was,

"Ought habitual drunkards to be placed under restraint?" Mr. A. L. Antill opened the question in the affirmative, Mr. Green and Mr. E. Williams followed and maintained the negative. After the discussion, on the question being put to the vote, the majority were in favour of the affirmative.

UNITED LAW STUDENTS' SOCIETY.

The above society held its usual weekly meeting on Wednesday last at Clement's-inn Hall, when the following formed the subject for discussion:—"That it is the duty of the State to impose additional restrictions on the sale of intoxicating liquors." Mr. Saw opened in the affirmative, and was followed by Messrs. Parsons, Acland, Ashton Cross, Synnot, Collyer, and Quicke; Messrs. Moyle, Tobin, Pickersgill, Owen, and Dowson opposed. After a lengthy debate the question was put, and decided against by the chairman's casting vote.

Obituary.

MR. CHARLES NEATE.

Mr. Charles Neate, barrister, died on the 7th inst. Mr. Neate was the son of the Rev. Thomas Neate, and was born in 1806. He was educated at the College Bourbon at Paris, and was formerly scholar of Lincoln College, Oxford, where he graduated first class in *literæ humaniores* in 1827. He was afterwards elected Fellow of Oriel College. In Hilary Term, 1862, he was called to the bar at Lincoln's-inn, and practised for a few years in the Court of Chancery. He was private secretary to Sir Francis Baring (afterwards Lord Northbrook) when Chancellor of the Exchequer, and from 1857 to 1862 he was Professor of Political Economy in the University of Oxford. At the general election of 1857 he was brought forward as a candidate for the city of Oxford in the advanced Liberal interest, and was elected in the place of the present Viscount Cardwell, but was afterwards unseated on petition. He was again elected in 1863, and held the seat till 1868, when he finally retired from Parliament. Mr. Neate was a frequent speaker in the House of Commons. He actively supported the abolition of Church rates, of university tests, and of capital punishment. Mr. Neate was an accomplished French scholar, and had published lectures on the Currency and on Taxation, as well as pamphlets on Capital Punishment, University Reform, &c., and several other works. Mr. Neate will be remembered as the unsuccessful plaintiff in the suit of *Neate v. Denman* (24 W. R. 400, L. R. 18 Eq. 137), in which he sought that his bond given to the Society of Lincoln's-inn might be given up, and that he might be declared entitled to retire from the inn without undertaking not to practise. Mr. Neate argued his own case, but a demurrer to the bill was allowed by Vice-Chancellor Hall. The deceased was a bachelor, and had been for many years the senior Fellow of Oriel. In preaching the University Sermon at St. Mary's, on Sunday, the 9th inst., the Bishop of Manchester spoke of Mr. Neate's death, and of his many high qualities.

MR. JOHN LANGSTON JONES.

Mr. John Langston Jones, solicitor, of Alcester and Studley, died at Barmouth on the 30th ult. The deceased was the son of Mr. Charles Jones, solicitor, of Alcester. He was admitted a solicitor in 1857, and went into partnership with his father, whom he soon afterwards succeeded in the office of superintendent-registrar of the district. He subsequently became clerk to the Magistrates at Alcester, registrar of the Alcester County Court (Circuit No. 22), and clerk to the Alcester Board of Guardians and Highway Board. He had also a good private practice, having offices both at Alcester and at Studley. Mr. Jones's health had long been delicate, and he was often compelled to seek change of air, but his death was very sudden. At the Alcester Petty Sessions, on the 3rd inst., the chairman (the Marquis of Hertford) paid a high tribute to Mr. Jones's legal abilities and private character, and spoke of

his valuable services as clerk to the Bench. Mr. Jones (who had been for some time a widower) was buried at Barmouth on the 2nd inst.

Appointments, &c.

Mr. AUGUSTUS CUNNINGTON, solicitor, of Braintree and Bocking, has been appointed Clerk to the Magistrates for the Freshwell Division of the County of Essex, in succession to his partner, the late Mr. Augustus Charles Veley. Mr. Cunningham is the son of the late Mr. John Cunningham, solicitor. He was admitted in 1848, and is also registrar of the Braintree County Court, and clerk to the Braintree Local Board and Burial Board.

Mr. JOHN THOMAS DOYLE, solicitor, of Manchester, has been appointed Vice-Consul at Manchester for the United States of America.

Mr. JAMES FRANCIS GARRICK, solicitor, has been appointed Attorney-General for the colony of Queensland. Mr. Garrick is a member of the Legislative Assembly of the colony, and has practised as a solicitor at Brisbane since 1861.

Mr. JOHN HARCOURT LEE, solicitor, of 10, New-inn, Strand, W.C., has been appointed a Commissioner to administer Oaths in the Supreme Court.

Mr. THOMAS LEWIS, solicitor, of Dover, has been unanimously elected Clerk of the Peace for that borough, in succession to Mr. George William Ledger, deceased. Mr. Lewis was a member of the Dover Town Council, which he vacated by this appointment. He was admitted a solicitor in 1857, and is treasurer of the Dover Hospital.

Mr. ARUNDEL ROGERS, barrister, has been appointed Judge of County Courts for Circuit No. 27, in succession to Mr. Josiah William Smith, Q.C., who has resigned. Mr. Rogers was called to the bar at the Inner Temple in Hilary Term, 1862, and is a member of the Western Circuit.

Legal News.

We regret to learn that Mr. Osborne Morgan, M.P., met with an accident on Thursday morning near St. Martin's Church, Strand. He was going on horseback to Lincoln's-inn, when the girths of his saddle broke, and he was thrown off. Mr. Morgan was taken home in a cab.

The election of a judge to fill the vacancy on the bench in the Royal Court of Jersey, caused by the death of Mr. David de Quetteville, was held on Tuesday. Mr. John Colles, shipowner and merchant, although nominated without his consent, was returned by a large majority, and will be compelled to accept office or pay a fine of £50.

On Tuesday the Master of the Rolls stated, before rising, that much inconvenience was caused by solicitors not letting the officers know when their cases were compromised; it affected persons having their actions lower down in the list, and as a matter of courtesy solicitors should at once communicate with the proper officer when any case of theirs which had been set down was compromised.

At the Monmouth Assizes on the 10th inst., in a case of *Devids v. Williams*, an action was brought by a solicitor to recover £43 6s. 3d. for professional services rendered to the defendant in conducting proceedings in liquidation, the county court, and chancery for him. The defendant, although he had resisted the action at earlier stages, did not appear to maintain his defence, and the claim being proved by the plaintiff, the jury were directed to find a verdict for him. After grave deliberation, ended by the learned judge pointing out to them that the case was undefended, the jury delivered their verdict that it was "all right," which was entered for the plaintiff.

A meeting of the Essex Chamber of Agriculture was held on Friday at Norwich, Sir T. F. Buxton in the chair, when a discussion on the law of distress for rent was resumed. Captain Delf moved a resolution to the effect that in the

opinion of the chamber the law in question was injurious to the best interests of the landlord, unjust to the tenant, and deceptive to the trader. Mr. Beaumont moved, by way of amendment, that in the opinion of the chamber the law objected to afforded a cheap and easy remedy for the recovery of rent, annuities, and other fixed periodical payments, and that it was undesirable to repeal it. On a division the original motion was carried by twenty to twelve.

On the 10th inst., at the Monmouth Assizes, the grand jury, on being discharged, called the attention of the learned judge to the nature of the calendar, which contained several cases triable at sessions, and they asked if four assizes in the year were necessary. His lordship (Mr. Baron Huddleston) said,—My strong opinion is that when we meet for the administration of justice it is somewhat foreign to our duties to review the discretion exercised by the executive, which, of course, only acts on the opinion of Parliament that is supposed to represent the wish of the country. The Legislature thinks four assizes in the year to be necessary. I will not repeat the private opinion already given by me as one of the body of judges to whom the question was previously referred. Our opinions were received and considered with the respect invariably shown to them. But the Legislature came to a conclusion in favour of four assizes, and I, as a good subject, am bound to obey. This conclusion was expressed in a very decided manner, and, indeed, accompanied with observations leading to the inference that no minister could suggest to Parliament with any hope that the number of assizes fixed should be diminished. On the decision that four assizes should be held annually the times were fixed at the four quarters, and the first assize of this year has happened at an unusually inclement winter season. Believing the executive intends to carry out this arrangement, I have carefully avoided invoking, and have, indeed, rather deprecated, the expression of opinion of the grand juries upon it. Two assizes for the disposal of both civil and criminal business are to be held, the one beginning in January, the other in July. With respect to the assizes for the trial of prisoners only, I rather think that they are not to be held in all counties, and probably not in Monmouthshire, but that there will be a union of counties, and the criminals of Monmouthshire and Hereford will be tried at Gloucester or Shrewsbury Assizes.

THE REGISTRAR OF THE BRIGHTON COUNTY COURT.

At the sitting of the Brighton County Court, on January 23, a large number of legal gentlemen practising in Brighton attended for the purpose of giving to Mr. Ewen Evershed, who was about retiring from the magistracy, some expression of the high opinion they hold of the manner in which he has discharged the duties of his office since its establishment, thirty years ago. On the judge's taking his seat, Mr. Somers Clarke, having intimated the purpose for which he and his brother practitioners attended, said he was, in some respects, the proper mouthpiece of the deputation, as he had been longer acquainted with Mr. Evershed than any other of his legal brethren in Brighton. Mr. Evershed was attired to a gentleman who was, at one period of his career, a member of the firm of which he (Mr. Clarke) was now a partner, namely, Mr. Frederick Cooper, then of Worthing, and as he (Mr. Clarke) had watched Mr. Evershed's career from that time, he had seen it to be one of success. Mr. Evershed had for upwards of thirty years performed his onerous duties with the happiest junction of the *suaviter in modo* with the *fortiter in re*, always maintaining his position, but never acting otherwise than kindly, both to practitioners and suitors. He was now about to retire from that office, though not, he (Mr. C.) was happy to say, from his profession or from the clerkship of the peace, and he would carry with him the good wishes of all who had been associated with him and their hope that he would long enjoy the comfort that such a retirement would bring with it.

His Honour (A. Martineau, Esq.) said he had only a few words to add to what had been said. He had an objection to speeches being made in court unless on the strict business of the court; but this was an occasion on which he was quite prepared to waive that objection. During the time he had filled the office of judge, Mr. Evershed had discharged

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his duties, which were important at all times, and in some respects were more important than the functions of the judge, most satisfactorily, and, so far as he was personally concerned, with invariable courtesy; and he could, therefore, heartily join in the wish expressed by Mr. Somers Clarke that Mr. Evershed might live long to enjoy the pleasure and repose he looked forward to.

Mr. Evershed, in reply, said the gratification he felt at what had been said of him by Mr. Somers Clarke had been increased by the kind words that had fallen from his Honour; but that feeling of gratification was mingled with regret that, after a professional connection of so many years, he should be on the eve of terminating it for ever. But he felt that he had now reached that stage of life when he might not unnaturally desire some greater leisure than the retention of such an office would permit him to have, and it was for that reason, and that reason only, that he had placed his resignation in the judge's hands. At the same time he desired to say that, if he had in any way deserved the commendations bestowed upon him, it was, to a large extent, due to the kindness and consideration of those who stood around him, which had lightened his duties and tended to their due performance; and for that kindness and consideration he desired to return his sincere and heartfelt thanks. He thanked his Honour for the assistance he had given him in discharging his duties, and, in conclusion, assured them that their kindly farewell would be regarded by him as the greatest professional honour that could be offered him.

The business of the court was then proceeded with.

High Court of Justice.

QUEEN'S BENCH DIVISION.

(Sittings *in Banco*, before COCKBURN, C.J., and POLLOCK, B.)

Feb. 10.—*In the Matter of a Solicitor.*

Murray, on behalf of the Incorporated Law Society, moved for a rule to strike off the rolls a solicitor who had been convicted at the Brighton Sessions of obtaining money under false pretences and sentenced to six months' imprisonment, with hard labour, a sentence he was now suffering in Lewes Gaol.

The COURT granted a rule *nisi*.

Murray asked that it might not be heard for ten days, as there were often difficulties in serving prisoners with process by reason of prison regulations sometimes requiring an order from the Secretary of State, and it was believed that there might be some such difficulty at Lewes.

The COURT acceded to the application.

The Railway Commission.

Oct. 29, 30; Nov. 26, 1878.—*The Local Board for the District of Newington v. The North-Eastern Railway Company.**

Station accommodation—Passenger and goods—Due and reasonable facilities—Railway and Canal Traffic Act, 1854 (17 & 18 Vict. c. 31, s. 2).

The obligation imposed upon railway companies by section 2 of the Railway and Canal Traffic Act, 1854, to afford to the public facilities for using a railway as regards the receipt and delivery of traffic is not confined to the granting of such facilities at stations only.

A railway company commits an infringement of section 2 of the Railway and Canal Traffic Act, 1854, if, not having the excuse of inability, it refuses to receive and deliver traffic of a particular district except at places on its railway which are unreasonably remote, and if also the convenience that the opening of a station within easy reach would be to traffic that would use it, measured by quantity and other considerations, has a clear preponderance over the inconvenience from expense and trouble which it would cause the railway company to give that accommodation.

Upon complaint by the inhabitants of the district of N., which was intersected by a line of railway, of there being no station in the district, it was proved that there was no station nearer than

at A. on the one side, and the terminal station at H. on the other, the distance from A. to H. being about four and a half miles; that the railway company possessed surplus and unoccupied lands in such district, upon part of which they had placed a siding for the delivery of coal, and that there would be no physical or engineering difficulty in using part of such land for the establishment of a station at which traffic of every description could be dealt with:—

Held, that the railway company had not contravened the provisions of section 2 of the Railway and Canal Traffic Act, 1854, by omitting to provide a passenger station in the district, because it appeared that the number of passengers that would use such a station would be so limited that the saving to so few persons of the inconvenience of going an extra distance by road between their homes and the H. station was not a prospective gain from the point of view of public interest sufficient in degree to justify the court in requiring the railway company to open a passenger station in the district of N., but that the railway company ought to provide siding accommodation reasonably sufficient for the receipt and delivery in N. of the station to station traffic of the district, and to give such a service for the delivery of inward traffic in the district, and the removal therefrom of outward traffic, as was given under corresponding circumstances to other places.

This was an application by the Local Board for the District of Newington, in the East Riding of the County of York, under section 2 of the Railway and Canal Traffic Act, 1854 (17 & 18 Vict. c. 31), for an order enjoining the North-Eastern Railway Company to afford reasonable facilities for the receiving and forwarding and delivering of traffic, and reasonable station accommodation at or in the district of Newington.

The application alleged that the railway of the North-Eastern Railway Company passed through the Newington district, but that the district was left entirely without railway accommodation either for passengers or goods traffic; that the inhabitants of the said district were taken by the said railway company right past their homes into the defendant's station at Hull, and then compelled to walk or drive back a distance of about two miles to their houses, and that the tradesmen in the said district were seriously prejudiced and inconvenienced by having to re-convey their goods from the Hull Station to Newington after such goods had been carried by the defendants right through the said district.

Benjamin, Q.C., E. F. Silvester, and M. Hewitt, appeared for the applicants.

Webster, Q.C., and H. C. Saunders, for the defendants.

Webster, Q.C.—This is an application to compel a railway company to open a station at a place where they have none, and where, at any rate, at the present time, they are not willing to open one. *Prima facie*, a railway company are the judges of what trade they will carry on, and they are the persons who are to say from what place and to what place they will carry it on. The jurisdiction of the commissioners in this particular matter depends upon section 2 of the Railway and Canal Traffic Act, 1854 (17 & 18 Vict. c. 31), which gives ample power to control and to order full facilities in cases where a railway company have established the business of carriers and are carrying it on, but no words of the section can be taken to enact that the commissioners can order a railway company to carry on the trade of carriers at a place where, for the time being, they are not willing to carry it on.

The COMMISSIONERS delivered the following judgment:—

This is a complaint by the inhabitants of Newington, through their governing body, of there being no station in their district on the Leeds to Hull railway of the North-Eastern Company. The railway intersects the district, but there is no station nearer than that at Hessele on the one side and the terminal station at Hull on the other, the distance from Hessele to Hull being about four and a half miles.

Newington is a place of recent growth. It is not as yet at all thickly populated, nor more than partially built over. But houses and inhabitants have rapidly increased since 1873, when it was formed into a district, and there are now about 1,800 houses and a population of 7,500. New streets opened since 1873 have raised the rateable value of the district from £12,400 to £26,800, and as soon as some docks and quays that are being built on the Humber on frontage belonging to the district are completed it will have a shipping business that will make its population to be still more on the increase. From October, 1874, the need of a station in their midst seems to have been felt by the inhabitants, and their local board has

* Reported by W. H. MACNAMARA, Esq., Barrister-at-Law.

made repeated representations on the subject to the directors of the railway company.

Two miles and a half or three miles from Hull stations, and just after entering the Newington district, the railway from Leeds divides into a goods branch leading to Wellington-street station, and a passenger branch leading to Paragon-street station. A wide space intervenes between these branches as they traverse the Newington district, and to provide for all inward traffic for Newington, goods as well as passengers, being intercepted and none of it carried in and out of Hull, it would be necessary to have two stations in Newington, the same as at Hull. But subject to goods inwards being re-conveyed from Hull, a station on the passenger branch anywhere on the one mile of line between Hessele-road crossing and Anlaby-road crossing would be available for general traffic, because that much of the passenger branch forms also part of a railway which runs round Hull from Wellington-street station to Victoria Docks, and over which trains are constantly passing that stop at the different suburban or out-stations of the town, as Stepney, Sculcoates, Southcoats, &c. to receive and deliver goods, and another reason for considering that if a case for a station is established the site for one is to be looked for between those roads is that the railway company are there the owners of about eight acres of surplus land. Perhaps about halfway between the two roads or about where the railway crosses St. George's-road is at the present time the most central part of the district, and in the opinion of some of the witnesses, the crossing at St. George's-road is the best place for a station. But the land there is private property, and is valuable as building ground, and although the owners are willing to dispose of it to the company on the terms of re-payment of their purchase-money with interest, the cost to the company of its acquisition would be very considerable. The company's own land is more towards Hessele-road, and at the Hessele-road crossing the passenger branch forms a junction with a goods line to Bridlington, and in the angle between the two railways there is a piece of ground, two or three acres in extent, which is part of the unoccupied land belonging to the company. Here they have recently put in a siding for coal, which is known as the Chalk-lane siding, and is approached by road from Chalk-lane, and there would, we consider, be no physical or engineering difficulty in using this piece of ground to establish a station at which, not coal only, but traffic of every description could be dealt with.

The Traffic Act, 1854, section 2, requires every railway company to afford according to its powers all reasonable facilities for the receiving, forwarding, and delivering of traffic upon and from its railways, and it was contended for the North-Eastern Company that because by the interpretation clause a railway includes stations, a station is the only place where a company is bound to afford to the public facilities for using a railway as regards the receipt and delivery of traffic. But we do not think the inference a correct one. An obligation is imposed on companies to afford facilities on their railways, and we are unable to see why, because the Act has guarded against the word railway being taken in a restricted sense, a restriction is to be put upon the rendering of facilities, and all title to facilities taken away except at a few places, as to which, but for the interpretation clause, it might have been argued to be doubtful if they were part of a railway. Our view is that if a company, not having the excuse of inability, refuses to receive and deliver the traffic of a particular district, except at places on its railway which are unreasonably remote, and the convenience that the opening of a station within easy reach would be to traffic that would use it, measured by quantity and other considerations, has a clear preponderance over the inconvenience from expense and trouble which it would cause the company to give that accommodation, the company's refusal is an infringement of the provisions of section 2, which enables the powers of the Act to be put in motion, and an order to be made for the requisite facilities being afforded.

According to the company's estimate, the cost of the works of a passenger and goods station, either at Hessele-road or at St. George's-road, including a warehouse and proper provision for signalling and interlocking, would amount to nearly £5,500, and although the local board do not ask for a warehouse nor for station buildings and

offices on the scale on which the company's estimate is grounded, and suggest that the block system, as it is and without addition or alteration, would suffice to protect any working between the two roads, we must assume we think that a stopping place for passenger trains even without a goods siding, and though there might be no opening made in the rails, would require additional signalling; with a siding it certainly would. But whether a goods siding was put at the passenger station or elsewhere, the total necessary works in either case would cost, we think, a good deal more than would be covered by the £1,200 or £1,500, which is the counter-estimate to the company's. As to the trains to call at the proposed station, it appears by the North-Eastern time-table that forty-two passenger trains run daily over the railway both ways, and the local board would be satisfied if two stopped each way daily; that number they consider would give adequate accommodation at present. It is no part of their case that a station is wanted for trips between Hull and Newington. The station would be upon the line to Leeds and Doncaster, and Newington passengers going west and returning from the west are those to whom the station would be a convenience. Now the North-Eastern general manager makes it appear by his evidence that the trains out of Hull running westward to York, Leeds, Doncaster, London, and other places, start on an average with only twenty-nine passengers, and if we suppose Newington to yield a passenger traffic not inferior in proportion to population to Hull, 7,500 and 120,000 being their respective populations, the number of passengers that would travel by the two trains each way daily would be so limited that we do not think that the saving to so few persons of the inconvenience of going an extra distance by road between their homes and the Hull Station is a prospective gain from the point of view of public interest sufficient in degree to justify us in requiring the company to open a passenger station in Newington, the more so that the roads into Hull, being all on level ground, give easy access to it, while the two main thoroughfares lead in a direct course to the Paragon-street Station, and have tramways laid along them from end to end, which are worked with cars running every twenty minutes.

With regard to merchandise traffic, the local board, as already said, do not ask for a warehouse or storage room. Light goods and goods invoiced at rates including cartage are generally carted by a railway company, and although the free cartage of the North-Eastern Company in Hull does not go as far as Newington, the company cart beyond their free limits for an extra charge. But of other goods and of all consignments at station to station rates there is no delivery in Newington, and consignees are forced to go to Hull and to cart for themselves to and from the Wellington-street station. There is a large demand in Newington for road and building materials, and the carting of slates, stone, and the like for any considerable distance is a heavy expense, and the local board urge that the company should be required to give their district the same facilities as they give in the case of goods invoiced at station to station rates to any of the other suburban places round Hull. Goods from Leeds, for instance, invoiced to Sculcoates Station would go first into Wellington-street Station, and would then, following the invoice, be sent round by rail by the luggage trains between Wellington-street Station and Victoria Docks, and be put into the sidings at Sculcoates Station, and there delivered by the company. The rates are the same whether the goods are invoiced to Wellington-street Station or to Sculcoates Station, and the consignee not only saves absolutely the expense of carting to and from the more distant station but is also less likely to exceed the time allowed for unloading and to become liable to demurrage charges. These trains run through Newington, and if there were sidings in Newington, as there are at Sculcoates, trucks could be put in them and taken out in the same way and by the same trains as at Sculcoates. Objection was made to having sidings in the angle between the main line and the Bridlington goods line, on the ground of the meeting of the two lines and of the level crossing of Hessele-road being so near to where the sidings would connect with the main line that it would be difficult to avoid shunting across the road, and over the junction of the two lines, and also because the operation of putting loaded trucks into the sidings, and sorting out the empties might be an obstruction to main line traffic. We have inspected the place in question,

and from the result of our inspection, combined with the admissions made by witnesses produced on the part of the company, we are satisfied that there is more than one method by which all practical inconveniences of the kind mentioned can be obviated. It is no part of our intention to prescribe to the company any particular plan either for effecting the connexion with the sidings, or for working the traffic for which they are destined, but the fact that there is already a coal siding in use at this place, shows that the place is one to which traffic can be worked from the goods branch into Hull, and it is clear that if the Bridlington goods line, which is a single line, were made a double line for a sufficient distance, there would be an alternative line off which the sidings might be taken after the manner of the coal siding, and by means of which shunting could be carried on without obstruction to the management of main line traffic. But whatever method the company may prefer to adopt for the purpose, they ought, in our judgment, to provide siding accommodation reasonably sufficient for the receipt and delivery in Newington of the station to station traffic of the district, and to give such a service for the delivery of inwards traffic in the district, and the removal therefrom of outward traffic, as is given under corresponding circumstances to other places.

In respect of part only of our decision being in favour of the applicants, the order as to costs will be that they shall be paid one moiety of their costs.

Solicitor for the applicants, *C. A. Wright, for J. R. W. Edridge, Kingston-upon-Hull.*

Solicitors for the defendants, *Williamson, Hill, & Co., for Richardson, Gutch, & Co., York.*

Law Student's Journal.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATIONS BEFORE ENTERING INTO ARTICLES OF CLERKSHIP TO SOLICITORS.

Under the Solicitors Act, 1877.

Pursuant to the regulations of the 27th of November and 5th of December, 1877, the preliminary examination in general knowledge will take place on Wednesday the 9th and Thursday the 10th of July, 1879, at ten o'clock, and will comprise:—

1. Writing from dictation.
2. Writing a short English composition.
3. Arithmetic.—The first four rules, simple and compound; the rule of three; and decimal and vulgar fractions.
4. Geography of Europe, and history of England.
5. Latin—elementary.
6. (1) Latin. (2) Greek, Ancient. (3) French. (4) German. (5) Spanish. (6) Italian.

The following are the books in which candidates will be examined in the subjects numbered 6 at the examination on the 9th and 10th of July, 1879:—

- In Latin—Livy, book i.; or Ovid, *Fasti*, book iii.
- In Greek—Sophocles, *Œdipus Tryannus*.
- In French—Guizot, *Alfred le Grand*; or Voltaire, *Zaïre*.
- In German—Lessing, *Faëbein*; or Schiller, *Don Carlos*, act iv. and v.
- In Spanish—Cervantes, *Don Quixote*, cap. xxxi. to lii. both inclusive; or Moratin, *La Mojigata*.
- In Italian—Manzoni's *I Promessi Sposi*, cap. i. to viii. both inclusive; or Tasso's *Gerusalemme*, 4, 5, and 6 cantos, and Volpe's *Eton Italian Grammar*.

With reference to the subjects numbered 6, each candidate will be examined in two languages, according to his selection. Candidates will have the choice of either of the above-mentioned works in the two selected languages.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following towns, in the months of February, May, July, and October of each year:—Birmingham, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required to give, at least thirty days before the day appointed for the examination, notice to the secretary of the Incorporated Law Society of the languages in which they propose to be examined, the town at which they

wish to be examined, and their age and residence and place or mode of education. All notices should be addressed to the secretary of the Incorporated Law Society, Chancery-lane, W.C.

Candidates failing to pass or attend at a previous examination are required to give a renewed notice, which must be given fourteen days at least before the date of the examination.

The fee payable on giving notice of examination is £2, and for a renewed notice £1.

Cheques or Post-office Orders should be crossed "Messrs. Goslings & Sharpe." E. W. WILLIAMSON, Secretary.

Incorporated Law Society's Hall, Chancery-lane, W.C.

February, 1878.

FINAL EXAMINATION.

January, 1879.

At the examination of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen, under the age of twenty-six, as being entitled to honorary distinction:—

Matthew Hyde, who served his clerkship to Mr. Joseph Soames, of Petersfield, Hants; and Mr. Francis Larker Soames, of London.

Harry Halliday Richardson, who served his clerkship to Messrs. Lewis & Sons, of London.

Bernard Dale, who served his clerkship to Messrs. Newman, Stretton, & Hilliard, of London.

Henry Barber, who served his clerkship to Mr. Samuel George Johnson, of Nottingham; and Messrs. Hughes, Hooker, & Buttanshaw, of London.

George Grant Hildyard, B.A., who served his clerkship to Messrs. Thompsons, Phillips, & Evans, of Stamford; and Messrs. Peacock & Goddard, of London.

Andrew Taylor, who served his clerkship to Messrs. Harrison & Milne, of Kendal; and Messrs. Johnson & Harrison, of London.

Henry James Marshall, who served his clerkship to Messrs. Burton, Yeates, & Hart, of London.

John Henry Simpson, who served his clerkship to Messrs. Chadwick & Sons, of Dewsbury; and Messrs. Ridsdale, Craddock, & Ridsdale, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Hyde, the prize of the Honourable Society of Clifford's Inn.

To Mr. Richardson, the prize of the Honourable Society of Clement's Inn.

To Mr. Dale, Mr. Barber, Mr. Hildyard, Mr. Taylor, Mr. Marshall, and Mr. Simpson, prizes of the Incorporated Law Society.

The examiners have also certified that the following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

Adonijah Leslie Antill, who served his clerkship to Messrs. Smythe & Brettell, of London; Mr. Henry Sacheverel Sherry, of London; and Messrs. Champion, Robinson, & Poole, of London.

Edward Homfray Davies, who served his clerkship to Mr. Edward John Cox Davies, of Newport, Mon.; and Messrs. Davies & Justice, of Newport, Mon.

William James Lake, who served his clerkship to Mr. William Ley, of London.

Charles Stubbs Layton, who served his clerkship to Messrs. Layton, Son, & London, of London.

Percy Charles Robinson, who served his clerkship to Messrs. Champion, Robinson, & Poole, of London.

The council have accordingly awarded them certificates of merit.

The examination committee have further certified that the answers of the following candidates were highly satisfactory, and would have entitled them to honorary distinction and commendation if they had not been above the age of twenty-six:—

Frederick Walton Atkinson, would have been entitled to a prize.

William Charles Howa, John George Marshall, Walter James Nicholas, would have been entitled to certificates of merit.

The number of candidates examined was 196; of these, 157 passed and 39 were postponed.

By order of the council,

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, London.

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V. C. MALINS.
Monday, Feb.	17 Mr. Farrer	Mr. Teesdale	Mr. Leach
Tuesday	18 King	Holdship	Latham
Wednesday....	19 Farrer	Teesdale	Leach
Thursday	20 King	Holdship	Latham
Friday	21 Farrer	Teesdale	Leach
Saturday	22 King	Holdship	Latham

	V. C. BACON.	V. C. HALL.	Mr. Justice Fry.
Monday, Feb.	17 Mr. Ward	Mr. Milne	Mr. Koe
Tuesday	18 Pemberton	Merivale	Clowes
Wednesday....	19 Ward	Milne	Koe
Thursday	20 Pemberton	Merivale	Clowes
Friday	21 Ward	Milne	Koe
Saturday	22 Pemberton	Merivale	Clowes

SALES OF ENSUING WEEK.

February 17.—Mr. WALTER KNIGHT, at the Masons' Hall Tavern, at 1 p.m., leasehold property (see advertisement, page 3, this week).

February 18.—Messrs. COOPER & GOULDING, at the Mart, at 1 p.m., life policy (see advertisement, page 4, this week).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CHAVE.—Feb. 8, at Rookeville, Upper Richmond-road, Putney, the wife of Lewis Chave, solicitor, of a daughter.

CHURCHILL.—Feb. 10, at Holm Lea, West Dulwich, the wife of Cameron Churchill, of the Inner Temple, barrister-at-law, of a daughter.

FERNES.—Feb. 6, at Stockport, Cheshire, the wife of Alfred E. Fernes, solicitor, of a son.

HAMSHAW.—Feb. 9, at Stanley, the wife of John Lovell Hamshaw, solicitor, Hanley, of a daughter.

MARRIAGES.

JOHNSTON—OLLIVANT.—Feb. 4, at Christ Church, Mayfair, John Lindsay Johnston, of 6, King's Bench-walk, Temple, to Janet Cunningham, widow of the late William Spencer Ollivant, of Bramley Grange, Yorkshire.

SAXON—BIRCH.—Feb. 5, at St John's, Broughton, William John Saxon, of Manchester, solicitor, to Edith Amelia, daughter of the late William Thomas Birch, of Broughton.

DEATHS.

BAKER.—Feb. 5, at Kincardine House, Southborough, Kent, Thomas Baker, for twenty-one years one of the Official Assignees of the Newcastle-upon-Tyne District Court of Bankruptcy, aged 80.

BYERS.—Feb. 10, James Broff Byers, solicitor, aged 61.

HARCOURT.—Jan. 28, Charles Harcourt, of 19, King's-road, Bedford-row, solicitor, aged 56.

THOMAS.—Feb. 8, William Thomas, of 8, Gray's-inn-place, aged 78.

PUBLIC COMPANIES.

February 13, 1879.

GOVERNMENT FUNDS.

3 per Cent. Consols, 96½	Annuities, April, '88, 91
Ditto for Account, Mar. 3, 96½	Do. (Red Sea T.) Aug. 1868
Lo. 3 per Cent. Redwood, 96½	Ex Bills, £1000, 2½ per Ct. 20 pm.
New 3 per Cent., 96½	Ditto, £500, Do. 20 pm.
Do. 2½ per Cent., Jan. '94	Ditto, £100 & £250, 20 pm.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 257
Annuities, Jan. '90	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per Cent., July, '88, 103	Inf. Fr. 3½ per Cent., May, 81
Ditto for Account, —	Ditto Debentures, 4 per Cent., April, '84
Ditto 4 per Cent., Oct. '88, 102½	Do. Do. 5 per Cent., Aug. 73
Ditto, ditto, Certificates—	Do. Bonds, 4 per Cent., £1000
Ditto Encased Frs., 4 per Cent.	Ditto, ditto, under £1000
2nd Inf. Fr., 5 per C., Jan. 73	

RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter	100	—
Stock	Caledonian	100	98½
Stock	Glasgow and South-Western	100	99
Stock	Great Eastern Ordinary Stock	100	51½
Stock	Great Northern	100	119
Stock	Do., & Stock* and Western of Ireland	100	117
Stock	Great Southern and Western of Ireland	100	129
Stock	Great Western—Original	100	95
Stock	Lancashire and Yorkshire	100	123
Stock	London, Brighton, and South Coast	100	122
Stock	London, Chatham, and Dover	100	26½
Stock	London and North-Western	100	143½
Stock	London and South Western	100	132½
Stock	Manchester, Sheffield, and Lincoln	100	75½
Stock	Metropolitan	100	111½
Stock	Do., District	100	125½
Stock	Midland	100	61
Stock	North British	100	80½
Stock	North Eastern	100	139
Stock	North London	100	162
Stock	North Staffordshire	100	60
Stock	South Devon	100	70
Stock	South-Eastern	100	123 xd

* A receives no dividend until 6 per cent. has been paid to B.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Feb. 7, 1879.

Wright, Edward Martin, and James Edward Wright, Bacup, Solicitors. Feb 3

Winding up of Joint Stock Companies.

LIMITED IN CHANCERY.

FRIDAY, Feb. 7, 1879.

Indemnity Fire Office, Limited.—Petition for winding up, presented Feb 6, directed to be heard before M.R. on Feb 15. Lowless and Co, Martin's lane, Cannon st, solicitors for the petitioner

Northfleet Brick Company, Limited.—Petition for winding up, presented Jan 18, directed to be heard before M.R. on Feb 15. Hayward, King st, Guildhall, solicitor for the petitioner

St George's Chemical and Asphalts Company, Limited.—Petition for winding up, presented Feb 4, directed to be heard before M.R. on Feb 15. Lowless and Co, Martin's lane, Cannon st, solicitors for the petitioners

St James's Bank, Limited.—By an order made by V.C. Malins, dated Jan 27, it was ordered that the voluntary winding up of the bank be continued. Lee, Gresham buildings, Hatchingall st

Victoria Fire Office, Limited.—Petition for winding up, presented Feb 5, directed to be heard before M.R. on Feb 15. Marsland, St Swithin's lane, solicitor for the petitioners

Wrexham Brewery Company, Limited.—Petition for winding up, presented Jan 31, directed to be heard before V.C. Malins on Feb 21. Davis and Co, Coleman st, solicitors for the petitioners

Wrexham Brewery Company, Limited.—V.C. Malins has, by an order dated Feb 1, appointed Charles Chatteris, Queen Victoria st, provisional official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

FRIDAY, Feb. 7, 1879.

Manley Palace and Park Company, Limited.—By an order made by the V.C., dated Jan 27, it was ordered that the company be wound up. Sale and Co, solicitors for the petitioner

LIMITED IN CHANCERY.

TUESDAY, Feb. 11, 1879.

Diamond Fuel Company, Limited.—By an order made by V.C. Malins, dated Feb 1, it was ordered that the above company be wound up. Beall, Queen Victoria st, solicitor for the petitioner

Liverpool and London Guarantee and Accident Insurance Company, Limited.—By an order of the M.R., dated Feb 3, it was ordered that the above company be wound up. Chester and Co, Staple inn, agents for Smith, Manchester, solicitor for the petitioners

Metropolitan Provincial Land Building Advance Association, Limited.—By an order made by V.C. Malins, dated Feb 1, it was ordered that the voluntary winding up of the above Association be continued. Beall, Queen Victoria st, solicitor for the petitioners

Monolithic Fireproof and Sanitary Construction Works, Limited.—The M.R. has fixed Feb 18 at 12 at his chambers as the time and place for the appointment of an official liquidator

Northfleet Brick Company, Limited.—Petition for winding up, presented Feb 10, directed to be heard before V.C. Hall, on Feb 21. Stevens and Harries, Coleman st, agents for Barclaid and Hatten, Gravesend, solicitors for the petitioner

STANNARIES OF CORNWALL.

TUESDAY, Feb. 11, 1879.

West Roekear Mining Company.—Petition for winding up presented Feb 6, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, on Mar 1 at 11. Affidavits intended to be used at the hearing in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Feb 26, and notice thereof must at the same time be given to the petitioners, or their solicitors, Hodge and Co, Truro, solicitors for the petitioners.

Friendly Societies Dissolved.

TUESDAY, Feb. 11, 1879.

Ashton-under-Lyne and District Co-operative Tailoring Society, Limited, 189, Stamford st, Ashton-under-Lyne. Feb 6.
Craven Lodge L.O.O.F.M.U. Friendly Society, Mr. Richard Clark's, Joiner, Burnall, Skipton. Feb 6.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 7, 1879.

Barker, Anne, Newton, Cumberland. Mar 15. Hetherington v. Long-
rigg, V.C. Hall. Biesmyre and Shepherd, Penrith.
Bromley, David Matthew, East Barnet, Gent. Mar 1. Corsane v. Cox,
V.C. Hall. Boyes, Barnet.
Champion, Thomas, Stokewood House, Dorset. Esq. Feb 28. Jones v.
Wills, V.C. Malins. Jones, Martin's inn, Cannon st.
Dimes, Edward, Weybridge, Esq. Mar 11. Haines v. Haines, V.C.
Hall. Longbourne, Lincoln's inn fields.
Nobbit, Richard Blundell, Bath, Esq. Mar 10. Ravizetti v. Harmer,
V.C. Hall. Diver, Great Yarmouth.
Newland, William Benjamin, Mansfield House, Taunton. Warehouse-
man. Mar 8. Webster v. Newland, V.C. Hall. Grundy and Co,
Manchester.
Simpson, Samuel, Medina rd, Holloway. Mar 10. Simpson v. Hales,
V.C. Hall. Sale and Co, Aldermanbury.

TUESDAY, Feb. 11, 1879.

Binder, Thomas, Leamington, Gent. Mar 11. Curtis v. Binder, M.R.
Curtis, Leicester.
Breachall, Thomas, Ribblesdale Hall, Lancashire, Gent. Mar 14. Wilson
v. Birchall, V.C. Malins. Richards, jun, Gray's inn sq.
Coleman, Samuel, Ashborne, Derby, Solicitor. Mar 3. Badder v.
Coleman, V.C. Malins. Cooke, Ashborne.
Furbisher, Richard, Crofton, nr Wakefield, Maltster. Mar 11. Leeds
and County Bank, Limited v. Furbisher, M.R. Beaumont, Wake-
field.
Moffatt, John Smith, Low Leathes, Cumberland, Yeoman. Mar 12.
Hodgson v. Odlivie, V.C. Hall. Waugh, Cockermouth.
Nash, John William, East Dulwich, Commercial Clerk. Mar 16. Rent
Guarantee Society, Limited v. Nash, V.C. Bacon. Maynard, Lang-
ham pl, Portland place.
Oliver, John, Corbridge, Northumberland. Mar 10. Jarman v. Salkeld,
V.C. Bacon. Salkeld, Durham.
Stuckey, Robert James, Seven Sisters' rd, Stoke Newington, Esq.
Mar 15. Stuckey v. Warton, V.C. Malins. Warton, Lombard at
Gracechurch st.
Tighe, John, South Shields, Builder. Mar 15. Hrdghin v. Tighe, V.C.
Hall. Oliver and Bostrell, Quality ct, Chancery lane.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 7, 1879.

Atton, Benjamin, City rd, Chief Rabbi of the Spanish and Portuguese
Jews' Congregations in England. Mar 10. Lindo and Co, Moor-
gate st.
Bird, Alfred, Birmingham, Manufacturing Chemist. Mar 31. Beal
and Co, Birmingham.
Blizard, George, Gt Russell st. Bloomsbury, Licensed Victualler
Mar 15. Surtees, Bedford row.
Brandt, Gustav Adolph, Gateshead, Durham. May 1. Joel, New-
castle-upon-Tyne.
Brigford, Peter, Flixton, Gent. Feb 28. Gaunt, Manchester.
Brown, David, Manchester, Gent. Mar 8. Denby and Paterson, Man-
chester.
Brown, Thomas, Castle Church, Stafford, Farmer. Mar 10. Spilsbury
Stafford.
Curber, Athelstan John Soden, Cromwell Crescent, South Kensington,
Esq. Mar 1. Williams and Co, Lincoln's-inn-fields.
Duckworth, James, Blackburn, Innkeeper. Mar 31. Pickup, Black-
burn.
Edwards, Benjamin, Newport, Monmouth. April 30. Coldborne and
Ward, Newport.
Finch, Harriett, Duke st, Piccadilly, Lodging-house Keeper. Mar 8.
Reep and Co, Bush lane, Cannon st.
Grant, Vincent, East Levant, Sussex Carpenter. Mar 25. Arnold,
Chichester.
Harris, James, Devizes, Farmer. March 25. Hopkins, Devizes.
Harrison, Thomas, Blackburn, Lancashire, Farmer. Mar 31. Pickup,
Blackburn.
Hill, Caleb, Cheddar, Somerset, Gent. March 1. Hobbs, jun,
Wells.
Hindhaugh, James, Newcastle-upon-Tyne, Wholesale Grocer. May 1.
Keenlyside and Co, Newcastle-upon-Tyne.
Hogan, William, Liverpool, Team Owner. April 1. Bremner and Co,
Liverpool.
How, Isabella Barnard, Swan Walk, Chelsea. Mar 25. Druce and Co,
Bulwer sq.
Howells, Elizabeth Mary, Much Wenlock, Salop. March 11. Potts'
Brosely.
Jones, John, Potter's Bar, Middlesex, Grocer. March 8. Boyes,
Barnet.
Kish, William, Halifax, Pawnbroker. March 1. Franklin and
Humphreys, Halifax.
Marshall, Andrew, Manchester, Tailor. Mar 25. Richardson and Son,
Manchester.
Macklin, Catherine, Tunbridge Wells, Kent. June 24. Verrall,
Brighton.
Mander, Charles Benjamin, Tottenhall Wood, Stafford, Esq. Mar 1.
Underhill, Wolverhampton.

Merricks, James, Bodiam Hurst-green, Sussex, Gent. Mar 10. Gray,
Edgeware rd.
Miller, William, Leeds, Gent. Mar 1. Scott, Leeds.
Moore, Thomas, Edmond, Barnesside, Licensed Victualler. Mar 3.
Marsden and Son, Queen st, Cheapside.
Morris, John, Bin Weston, Montgomery, Gent. Mar 25. Newill,
Bishop's Castle.
Norrington, William, Drayton, Berks, Brickmaker. Feb 28. Godfrey,
Abingdon.
Parkinson, Samuel, North Oram, Halifax, Yeoman. Mar 31. Hatchin
son, Bradford.
Pickers, Henry Thomas, Stockton-on-Tees, Innkeeper. Mar 15.
Newby and Co, Stockton-on-Tees.
Priestley, Thomas Fetter, Gloucester st, Commercial rd, Carman.
Mar 31. Chale, Moorgate st.
Pritchard, Mary, St Paul's rd, Camden Town. April 5. Pritchard,
Upper Norwood.
Rogers, George, Kidderpore, Calcutta, Attorney-at-law. Mar 22. Neish
and Howell, Cheapside.
Scott, Alexander Morice, North Shields, Surgeon. April 1. Keenlyside
and Co, Newcastle-upon-Tyne.
Smith, William, Burnley, Lancaster, Innkeeper. Mar 1. Baldwin and
Procter, Burnley.
Smithson, William, Newcastle-upon-Tyne, Accountant. Mar 17. Stan-
ton and Atkinson, Newcastle-upon-Tyne.
Stocker, James, Barnham, Buckingham, Esq. April 1. Hunters and
Co, New sq, Lincoln's-inn.
Stuart, William Frederick Hower, Montepulciano, Italy, Esq. Mar 29.
Ward and Co, Gray's-inn sq.
Stubbs, Amelia Franks, Edgbaston, Warwick. Mar 1. Stubbs, Bir-
mingham.
Taylor, John, Birmingham, Cab Proprietor. Mar 31. Beale and Co,
Birmingham.
Thompson, Mary Ann, Blenheim Crescent, Kensington Park. Mar 4.
Heane, Newport.
Wood, Elizabeth, Workington, Cumberland. Mar 25. Thompson,
Workington.

Bankrupts.

FRIDAY, Feb. 7, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

bischopp, A, King William st, General Merchant. Pet Feb 3.
Murray. Feb 28 at 11.
Cumbers, Francis, Great Alle st, Whitechapel, Warehouseman. Pet
Feb 5. Brougham. Feb 18 at 11.30.
Lucas, Thomas, Beuchamp st, Holborn, Corn Dealer. Pet Feb 4.
Murray. Feb 19 at 12.30.

To Surrender in the Country.

Dook, John Henry, Hulme, Manchester, Butcher. Pet Feb 5. Hulton.
Salford, Feb 19 at 11.
Hamilton, George, Birkenhead, School Proprietor. Pet Jan 31. Wil-
liams. Birkenhead, Feb 18 at 12.
Rosser, Charles, Cardiff st, Glamorgan, Innkeeper. Pet Feb 4. Howell.
Aberdure, Feb 18 at 11.
Smith, John, Hincley, Leicester, Farmer. Pet Feb 1. Ingram. Lei-
cester, Feb 23 at 12.

TUESDAY, Feb. 11, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Lane, Thomas, Stockwell, Builder. Pet Feb 7. Pepsy. Feb 25 at 11.
Timewell, Arthur Thomas, Clapham rd, Licensed Victualler. App Feb
8. Pepsy. Feb 26 at 12.30.

To Surrender in the Country.

Blockwell, Benjamin, Great Yarmouth, Smack Owner. Pet Feb 7.
Worledge. Great Yarmouth, Feb 25 at 11.
Byles, Frederick William, Eastbourne, Solicitor. Pet Feb 6. Blaker.
Lewes, Feb 21 at 12.
Kirtin, Thomas, Newcastle-upon-Tyne, Brush Manufacturer. Pet Feb
8. Daggett. Newcastle, Mar 6 at 11.
Rodgers, George, Hoyland, Nether, York, Grocer. Pet Feb 6. Bury.
Barnsley, Feb 24 at 3.
Walker, Frederick, Bradford, General Warehouseman. Pet Feb 8.
Robinson. Bradford, Mar 4 at 9.
Woolley, Alfred, Gedsney Hill, Lincoln, Miller. Pet Feb 8. Partridge.
King's Lynn, Feb 22 at 11.

BANKRUPTCY IS ANNULLED.

FRIDAY, Feb. 7, 1879.

Storr, Paul, Colville road, Retired Lieutenant R.N. Feb 4

TUESDAY, Feb. 11, 1879.

Mawle, Frederick, Hastings, Lathwood Dealer. Feb 6

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Feb. 7, 1879.

Abell, Thomas, jun, Worcester, Journeyman Shoeing Smith. Feb 20
at 11 at offices of Tree and Son, High st, Worcester.
Addison, Francis, Claypath, Durham, Grocer. Feb 21 at 11 at offices of
Chambers, Sadler st, Durham.
Allard, George, Grove road, Brixton road, Smack Owner. Feb 25 at 11
at Star Hotel, Great Yarmouth. Teacher, Bennet's hill, Doctors'
commons.
Baker, Thomas, Upper Mitton, Hartlebury, Farmer. Feb 17 at 4 at
offices of Miller, High st, Kidderminster.
Barber, Frederick, and Thomas Barber, Moorbottom, York, Carriers
Feb 13 at 3 at George Hotel, Cleckheaton. Carr and Cadman
Gomersal.

Barker, Nathaniel, jun, Exeter, Corn Dealer. Feb 20 at 4 at Bude Hotel, Exeter. Friend, Exeter.
 Barr, John Robert Goodwin, Manchester, Wine and Spirit Merchant. Feb 24 at 3 at Mitre Hotel, Cathedral yard, Manchester. Grainger, Manchester.
 Binsley, John, Bradley, Stafford, Grocer. Feb 19 at 11 at Globe Hotel, Mount Pleasant, Bilston. Fellows, Bilston.
 Blott, John Thomas, Great Houghton, Huntingdon, Farmer. Feb 27 at 4 at Corn Exchange, St Neots. Wilkinson and Co, St Neots.
 Bond, John, Halford Bridge, Warwick, Farmer. Feb 25 at 11.30 at Shakespeare Hotel, Stratford-on-Avon. Warden.
 Bragger, Thomas Young, Bristol, out of business. Feb 20 at 2 at offices of Clifton, Bristol.
 Brooke, Henry, Storths, Huddersfield, Rug Maker. Feb 21 at 3 at offices of Welsh, Queen's terrace, Huddersfield.
 Brown, Allison, Old Sheldon, Durham, Draper. Feb 19 at 2 at Traders' Association, Grainger st, West, Newcastle-on-Tyne. Richardson, Newcastle-on-Tyne.
 Brown, Henry, Lincoln, Fruiterer. Feb 19 at 10 at offices of Page, Flaxengate, Lincoln.
 Brownlow, Mary Ann, New Basford, Nottingham, Lace Manufacturer. Feb 19 at 4 at offices of Acton, Victoria st, Nottingham.
 Bryden, John, and John Ayre, Newcastle-on-Tyne, Drapers. Feb 19 at 2 at offices of Rhag, Granger st, Newcastle-on-Tyne.
 Buckland, William Thomas, Queen's road, Hyde park, Auctioneer. Feb 15 at 3 at offices of Cooper, Chancery lane.
 Burdett, Thomas, Pychley, Northampton, Farmer. Feb 20 at 11 at George Hotel, Kettering. Lamb, Kettering.
 Butler, Margaret Agnes, Trannere, Chester, Bootmaker. Feb 28 at 3 at offices of Quilham, Whitechapel, Liverpool.
 Carman, Thomas Henry, Great Vine st, Regent st, out of business. Feb 17 at 3 at offices of Scott, Aldermanbury.
 Chapman, Thomas Robert, Ludgate hill, Publisher. Feb 25 at 3 at offices of Brighton and Co, Bishopgate st, Without.
 Chappell, William, Newnham, Gloucester, Baker. Feb 15 at 11 at offices of Gould and Gilbert, Newnham.
 Clark, Edwin, Brixton road, Brixton, Builder. Feb 20 at 3 at offices of Lewis and Co, Old Jewry.
 Clark, Francis, Asquith terrace, Horney road, Grocer. Feb 20 at 2 at offices of Carter and Bell, Eastcheap.
 Clayton, Henry, Yeaddon, near Leeds, Greengrocer. Feb 21 at 1 at offices of Atkinson, Market place, Otley.
 Clements, Joseph, Bristol, Furniture Broker. Feb 21 at 11 at offices of Atchley, Clare st, Bristol.
 Collins, John, Liverpool, Leather Dealer. Feb 22 at 12 at offices of Fildes, Exchange st, East, Liverpool.
 Cooke, Samuel, son, and Cooke, Samuel, jn, Bengeworth, Worcester, Cabinet Makers. Feb 20 at 3 at offices of New and Co, Bridge st, Evesham.
 Cooke, William Thomas, Winchbank, near Sheffield, Iron and Steel Manufacturer. Feb 19 at 11 at Cutlers' Hall, Church st, Sheffield. Rodgers and Co.
 Cooper, William, Sheffield, Watchmaker. Feb 20 at 3 at offices of Fairbairn, Bank st, Sheffield.
 Crabtree, William, Kennington road, Surrey, Builder. Feb 19 at 3 at offices of Cooper, Chancery lane.
 Crook, John, Newport, Monmouth, Licensed Victualler. Feb 22 at 2 at offices of Williams, Dock st, Newport.
 Crowther, Ben Hirst, Batley, York, Bootmaker. Feb 18 at 3 at Commercial Hotel, Albion st, Leeds. Watts and Son, Batley.
 Daft, George, Nottingham, Grocer. Feb 23 at 3 at offices of Lees, Middle pavement, Nottingham.
 Daniel David Morris, Llanelly, Carmarthen, Butcher. Feb 21 at 11 at offices of Howell, Steyne st, Llanelly.
 Davies, George Wenham, William Harrison, Edward Evans, and Frederick Harrison, Manchester, Bootmakers. Feb 27 at 2 at offices of Addeshaw and Warburton, Norfolk st, Manchester.
 Davis, William, Dawley, Salop, Shemmaker. Feb 20 at 10.30 at offices of Phillips and Co, Shifnal.
 Davy, John Gunning, Haselme Hale, York, Farmer. Feb 20 at 1 at Imperial Hotel, Paragon st, Hull. Chambers, Market Rasen.
 Dawson, John, and Emanuel Taylor, Shipley, York, Worsted Spinners. Feb 17 at 11 at offices of Terry and Robinson, Market st, Bradford.
 Deely, William, the Lye, Worcester. Feb 17 at 10 at offices of Wall, Union chambers, Stourbridge.
 Delatorre, Romaine, Bouveris st, Fleet st, Parliamentary Agent. Feb 15 at 3 at offices of Deacon and Johnson, Ludgate hill. Randall and Co, Bouveris st.
 Dilkes, James, Leicester, Yarn Merchant. Feb 26 at 2 at offices of Fowler and Co, Grey Friars chambers, Friar gate, Leicester.
 Doughy, William, Coatham, near Redcar, Architect. Feb 19 at 3 at offices of Peacock, Zetland road, Middlesborough.
 Drayton, George, Great Grimby, Publican. Feb 20 at 12 at offices of West, St Mary's chambers, St Mary's gate, Great Grimby.
 Edgeworth, Richard Batten, Swansea, General Dealer. Feb 15 at 11 at offices of Esery, Guildhall, Broad st, Bristol.
 Edmondson, Joseph Sowden, Bradford, Commission Merchant. Feb 20 at 11 at offices of Wood and Co, Commercial Bank buildings, Bradford.
 Everitt, Thomas, Great Grimby, Ale Merchant. Feb 20 at 11 at St. Mary's chambers, West 55 Mary's gate, Great Grimby.
 Farr, James, Childrey, Berks, Brick Maker. Feb 20 at 12 at offices of Jotcham, Wantage.
 Featherstone, Albert, Wivelscombe, Somerset, Auctioneer. Feb 18 at 2 at the Railway Hotel, Taunton. Reed and Cook, Bridgewater.
 Featherstone, William, Wivelscombe, Somerset, Auctioneer. Feb 18 at 1.20 at the Railway Hotel, Taunton. Reed and Cook, Bridgewater.
 Fenton, Ferrar, Batley, York, Engineer. Feb 21 at 3 at the Wellington Hotel, Dewsbury. Ibbsen, Dewsbury.
 Fieldhouse, William, and Henry Caswell, Hall Green, Westbromwich, Ironfounders. Feb 21 at 11 at offices of Slater and Marshall, Butcroft, Darlington.
 Fisher, John Minis, Norton Disney, Lincoln, Farmer. Feb 18 at 12 at the barbers' Head Hotel, Newark. Cockayne, Nottingham.
 Fitzgerald, John, Bell st, Edgware rd, Clothier. Feb 22 at 11 at offices of Liggins, Marylebone rd.

Forster, Thomas, and Robinson James Emmerson, Honey lane Market, Commission Agents. Feb 27 at 12 at the London Warehousemen's Association, Honey lane, Cheapside. Few, Fenchurch st.
 Foster, William Beal, Morecambe, Lancaster, Builder. Feb 20 at 2 at offices of Johnson and Tilly, Sun st, Lancaster.
 Garmory, Samuel, Huddersfield, Joiner. Feb 24 at 3 at offices of Dransfield, Ramsden st, Huddersfield.
 Glasop, Charles Robert, Theatre Royal, Covent Garden, Theatrical Stage Manager. Feb 24 at 3 at offices of Abrahams, Bedford row.
 Glover, Benjamin, Geddling st, Bermensley, Wheelwright. Feb 28 at 2 at offices of Measard, Old Jewry chambers. Few, Borough High st, Southwark.
 Goodwin, Edward Morton, Kidwelly, Carmarthen, Architect. Feb 18 at 10.15 at offices of Griffiths, St Mary st, Carmarthen.
 Gould, Jabez Canning, Birmingham, Silk Mercer. Feb 19 at 3 at offices of Wright and Marshall, Townhall chambers, New st, Birmingham.
 Gray, Andrew, Lime st sq, Insurance Agent. Feb 18 at 3 at offices of Stocken, Lime st sq.
 Green, William Thomas Panther, Kettering, Northampton, Publican. Feb 20 at 2 at offices of Teller, Montagu st, Kettering.
 Griffiths, Arthur Richard, Sirangeways, Manchester, Hosier. Feb 23 at 2.30 at offices of Creeke and Co, Burton arcade, Manchester.
 Griffiths, Edwin, Heywood, Lancaster, Innkeeper. Feb 23 at 3 at the Mitre Hotel, Cathedral gates, Manchester. Wright, Rochdale.
 Griffiths, John, Brynsadler, Glamorgan, Painter. Feb 20 at 12 at offices of Rosser, High st, Pontypridd.
 Guyer, Frederick, King's cross road, Clerkenwell, Licensed Victualler. Feb 17 at 2 at offices of Emmott, Budge rd, Cannon st.
 Haigh, Sarah Elizabeth, Hulme, Glass Dealer. Feb 19 at 3 at offices of Hardings and Co, Princess st, Manchester.
 Hammond, Henry, Ashton-under-Lyne, Draper. Feb 25 at 3 at offices of Hunt and Co, Nicholas st, Manchester. Atkinson and Co, Manchester.
 Hardy, James, Oldham, Builder. Feb 19 at 11 at offices of Frupp, Clegg st, Oldham.
 Harris, Elizabeth, Brocton, York, Wine Merchant. Feb 18 at 12 at offices of Jackson and Jackson, Alkett rd, Middlesborough.
 Harris, William, Warkton, Northampton, Blacksmith. Feb 17 at 2 at offices of Freedy, George st, Kettering.
 Hart, Samuel, Wootton Bassett, Wilts, Brewer. Feb 18 at 1.30 at the Queen's Hotel, Great Western Railway Station, Swindon. Mullings and Co, Wootton Bassett.
 Hawton, John Yellowley, Scarborough, Timber Merchant. Feb 19 at 1 at offices of Frankish and Kingdon, Bowllalley lane, Kingston-upon-Hull.
 Hirst, James Hoyle, Brighouse, York, Cotton Spinner. Feb 19 at 4 at offices of Chambers and Chambers, Brighouse.
 Hodges, William, Church row, Aldgate, Provision Dealer. Feb 25 at 3 at offices of Heathfield and Son, Lincoln's inn fields.
 Holmes, Alfred, Bilscler rd, Notting hill, Mason. Feb 20 at 3 at offices of Slater and Co, Guildhall chambers, Basinghall st. Harrison, London Wa'l.
 Holroyd, Jonas, Bradford, Grocer. Feb 20 at 4 at offices of Atkinson, Tyrrill st, Bradford.
 Hood, William, Rose st, Shoreditch, Cabinet Maker. Feb 24 at 3 at offices of Moggs, Shoreditch High st. Noon and Clark, Brompton.
 Howard, John, Barry, Lancaster, Retired Inspector of Police. Feb 18 at 12 at offices of Bateson and Hutchinson, Harrogate.
 Hughes, Elizabeth, Bryntirion Rhwydyr, Merioneth, Boot Dealer. Feb 21 at 1 at offices of Ellis, Four Crosses, Festing.
 Humphreys, Joseph, Birmingham, Tailor. Feb 24 at 12 at offices of Hawkes and Weekes, Temple st, Birmingham.
 Isaacs, Moses, and Abraham Isaacs, Hoxton st, Hoxton, Clothiers. Feb 27 at 3 at offices of Wood, Fish hill.
 Jefferies, Isaac, New Swindon, Wilts, out of business. Feb 18 at 10.30 at the Railway Hotel, Stroud.
 Jenkins, William Harry, Truro, Wine Merchant. Feb 24 at 12 at offices of Carlyon and Son, Princess st, Truro.
 Jones, David, Drygogoch, Pembroke, Farmer. Feb 17 at 11 at offices of Griffiths, St Mary st, Carmarthen.
 Jones, Frederick, Wolverhampton, Stationer. Feb 21 at 12 at offices of Underhill, Darlington st, Wolverhampton.
 Jones, Peter, Llandudus, Denbigh, Shopkeeper. Feb 20 at 11 at offices of Davies, Glam. Morfa, Rhyl. Davies, Hylwoll.
 Jones, William, Treherbert, Glamorgan, Tailor. Feb 20 at 12 at offices of Williams and Co, Albert chambers, High st, Cardiff. Morgan, Pontypridd.
 Judd, Henry, Wyboston, Bedford, Farmer. Feb 20 at 4 at the Corn Exchange, St Neots. Wilkinson and Co, St Neots.
 Ledger, Thomas, Arksey, York, Farmer. Feb 24 at 3 at offices of Palmer and Son, St Sepulchre gate, Doncaster. Burdakin and Co.
 Lee, Thomas, New Wortley, nr Leeds, Mason. Feb 20 at 3 at offices of Lodge, Park row, Leeds.
 Leggott, Joseph, West Ferry, Lincoln, Carpenter. Feb 20 at 2 at Black Head Inn, Gainsborough. Tynbess and Co, Lincoln.
 Leigh, Robert, Wigan, Painter. Feb 20 at 3 at offices of Scott and Ellis, The Arcade, King st, Wigan.
 Lewis, John, Treboith, near Swansea, Haulier. Feb 19 at 3 at offices of Jellicott, Prapet place, Swansea.
 Lewis, Llewellyn, Tredegar, Monmouth, Bootmaker. Feb 21 at 2 at Queen's Hotel, Newport. Harris, Tredegar.
 Lewis, Robert, Bradenbath, Salop, Farmer. Feb 20 at 1 at offices of Blackburne and Allen, Eilemmer.
 Linnall, Stephen, Paddington st, Marylebone, Cheesemonger. Feb 13 at 2 at offices of Marchant and Co, Ludgate hill. Dutton, Fleet st.
 Linnell, John Henry, Kettering, Northampton, Baker. Feb 15 at 2 at offices of Toller, Montagu st, Kettering.
 Littlewood, Charles, Bristol, Fruiterer. Feb 21 at 12 at offices of Clark, Exchange buildings, Bristol. Bodell, Bristol.
 Lunt, Joseph, and Henry Lunt, Shelton, Stafford, Builders. Feb 14 at 11 at offices of Aschall, Albion st, Hanley.
 Lyle, Robert Bevan, Tunbridge Wells, Kent, Glass Dealer. Feb 21 at 11 at offices of Burton, Dyott terrace, Tunbridge Wells.
 Matchell, George, Thirsk, York, Coal Merchant. Feb 20 at 3 at offices of Wilkes, Norgate, Darlington.

Macbeth, William John, Rainford, Lanesater, Grocer. Feb 24 at 2 at offices of Evans and Lockett, Lord st, Liverpool. Westby and Co, Ormskirk

Mason, Thomas, Moss Side, near Manchester, Grocer. Feb 21 at 3 at offices of Grundy, Princess st, Manchester

Meyll, John, Greenhill, Oldham, Colliery Proprietor. Feb 21 at 3 at Millers Hotel, Cathedral Gates, Manchester. Murray and Wrigley, Oldham

Moe, John, Upper Mitten, Worcester, Nurseryman. Feb 17 at 12 at offices of Miller and Co, Church st, Kidderminster

Moss, George, Critical, Canning town, Essex, Manager. Feb 17 at 3 at offices of Cooper, Chancery lane

Muller, George, Sheffield, Boot and Shoe Dealer. Feb 21 at 11 at offices of Clegg and Son, Bank st, Sheffield

Muls, George Smith, Borough High st, Ironmonger. Feb 24 at 2 at Cannon st Hotel. Rocks and Co, Kinz st, Chcapeide

Moorhouse, Charles Firth, Cowdrees, Huddersfield, Commercial Traveller. Feb 24 at 11 at offices of Bottomly, New st, Huddersfield

Morton, William, Holdsworth, York, Farmer. Feb 21 at 11 at offices of Bussey and Co, Queen st chambers, Sheffield

Musk, Robert John, and William Henry Musk, Kingston-upon-Hull, Oil Refiners. Feb 19 at 1 at offices of Walker and Spink, Kingston-upon-Hull

Nield, Edmund Milne, Oldham, Coal Merchant. Feb 19 at 3 at offices of Clegg, Clegg st, Oldham

Ormerod, John, Kirtgate, York, Provision Dealer. Feb 17 at 3 at Royal Hotel, Wood st, Wakefield. Lodge, Wakefield

Parker, Richard, Malden, Essex, Coal Merchant. Feb 20 at 11 at offices of Crick and Freeman, Malden

Parker, Robert Henry, St John's Wood terrace, St John's Wood, out of business. Feb 15 at 3 at offices of Goadley, Westminster Bridge road

Parsons, James Edward, Oldham, Licensed Victualler. Feb 24 at 3 at offices of Chew and Sons, Swan st, Manchester

Pearson, William, and Jacob Spedney Pearson, New Brigatote, Leeds, Cabinet Makers. Feb 19 at 12.30 at offices of North and Sons, East Parade, Leeds

Perry, Richard, Wednesbury, Stafford, Finings Manufacturer. Feb 18 at 3 at offices of Sheldon, High st, Wednesbury

Pless, Nicholas, London Wall, Upholsterer. Feb 24 at 2 at Guildhall Coffeehouse, Gresham st. Pearce and Sons, Giltspur st

Phillips, James, Birmingham, Licensed Victualler. Feb 17 at 11 at offices of Jagger, Cherry st, Birmingham

Phillips, William Charles, William Pearson, and Jacob Spedney Pearson, Bradford, York, Umbrella Manufacturers. Feb 19 at 2 at offices of North and Son, East parade, Leeds

Pickles, Joseph, Toldmorden, York, Wringing Machine Dealer. Feb 20 at 3 at offices of Craven, Toldmorden

Pinty, John Tiley, Bristol, Fellingmonger. Feb 28 at 2 at offices of Farnell and Co, Liverpool chambers, Corn st, Bristol

Pole, George, Barnsley, York, Provision Dealer. Feb 19 at 10 at offices of Gray, Eastgate, Barnsley

Porter, Joseph, Reddish, Lancaster, Builders' Merchant. Feb 19 at 3 at Brunswick Hotel, Piccadilly, Manchester. Newton, Stockport

Randall, Henry, Bouverie st, Fleet st, Solicitor. Feb 17 at 2 at offices of Deacon and Johnson, Ludgate hill. Crump, Queen st, Cannon st

Rae, Joseph Cook, Neath, Glamorgan, Builder. Feb 18 at 11 at the Castle Hotel, Swansea. Smith and Lewis, Swansea

Randall, Richard, Kingston-upon-Hull, Boot Crasher. Feb 18 at 3 at the George Hotel, Kingston-upon-Hull. King, Hull

Riding, John, Bolton, Lancaster, Stonemason. Feb 24 at 11 at offices of Dowling and Urry, Wood st, Bolton

Riley, James, Onehouse, Suffolk, Innkeeper. Mar 3 at 12 at the Fox Hotel, Bowmarket. Gudgeon

Roberts, John, Bilston, Stafford, Charter Master. Feb 20 at 11 at the Globe Hotel, Mount Pleasant, Bilston. Fellows, Bilston

Roe, William Saint George, Manchester, Merchant. Feb 21 at 3 at offices of Adolphus and Warburton, Norfolk st

Royce, Joseph, Derby, Sugar Boiler. Feb 22 at 10 at offices of Machen, Bank st, Sheffield

Salt, Horatio William, Birkenhead, Chester, Oil Cloth Warehouseman. Feb 19 at 2 at Hurlivants' Hotel, Carr's lane, Birmingham. Downham, Birkenhead

Scrivens, Eliza, and Reuben Boyton, Little Marlborough st. Feb 25 at 3 at offices of Lumley and Lumley, Conduit st, Bond st

Sherran, William Binyoun, Cranford Saint John, Northampton, Farmer. Feb 20 at 1 at the George Hotel, Kettering. Lamb, Kettering

Shree, John, Saint Clement's st, Barnsbury, Grocer. Feb 17 at 3 at Vincent ter, Islington. Popham

Shree, Charles, Copthall ct, Throgmorton st, Merchant. Feb 21 at 12 at offices of Price and Co, Gresham st. Freshfields and Williams

Shaw, Claude, West Hartlepool, Theatrical Manager. Feb 19 at 11 at offices of Wilson, Church st, West Hartlepool

Simkins, William, Freemantle, Southampton, Butcher. Feb 17 at 3 at offices of Shuttle, Portland st, Southampton

Simmons, Alfred Johnson, Stanbury rd, Peckham, Builder. Feb 18 at 3 at offices of Deakin, 3, New inn, Strand

Simons, Joshua, Bolton, Lancashire, Watchmaker. Feb 26 at 3 at offices of Shining and Urry, Wood st, Bolton

Skinner, Richard, Hard End, Warwick, Machinery Agent. Feb 18 at 3 at offices of Farnley, Cherry st, Birmingham

Small, Henry, Wilton, Innkeeper. Feb 19 at 11 at offices of Nodder, City Chambers, Salisbury

Smith, John, Nottingham, Manager. Feb 18 at 3 at offices of Browne and Sons, Bromley House, Market pl, Nottingham

Smith, John, Winkhill, Stafford, Blacksmith. Feb 20 at 12 at the George Inn, Leek. Wilson, Burton-on-Trent

Smith, Samuel, Saint Mary's rd, Kaling, Baker. Feb 24 at 3 at offices of Lumley and Lumley, Conduit st, Bond st

Solomon, Bolomon, Manchester, Tailor. Feb 27 at 3 at offices of Cobbett and Co, Brown st, Manchester

Spence, George, Huddersfield, Derby, Cab Proprietor. Feb 19 at 3 at the Ball Hotel, Sadler gate, Derby. Hextall, Derby

Spensbury, Thomas, Short st, Lambeth, Carpenter. Feb 17 at 10 at offices of Goadley, Westminster Bridge rd

Stans, James, Eze, Northampton, Grocer. Feb 20 at 12 at offices of Gashes, Cathedral gateway, Peterborough

Stevens, George, Theobald's rd, Gray's inn rd, Baker. Feb 26 at 12 at the Incorporated Law Society, Chancery lane. Thatcher, Bennet's hill, Doctors' commons

Stimpson, Frederick, East Dereham, Norfolk, Dealer in Cattle. Feb 21 at 3 at offices of Sudd and Linay, Theatre st, Norwich

Simpson, James Kitchen, Denver, Norfolk, Farmer. Feb 21 at 12 at offices of Copeman, Downham Market, Norfolk

Sunderland, Isaac, Deptford, Kent, Grocer. Feb 26 at 3 at offices of Birchall, Mark-lane

Teale, George, Preston, Woollen Merchant. Feb 25 at 3 at offices of Boote and Edgar, Booth st, Manchester

Thomas, Martin, jun, and William Jones, Wholesale Stationers. Feb 26 at 3 at offices of Diggle and Orden, Booth st, Manchester

Thomas, William, Pontypool, Monmouth, Tailor. Feb 22 at 10 at offices of Morgan, Pontypool

Tillett, Joseph, Frampton Cotterell, Gloucester, Stone Merchant. Feb 22 at 11 at offices of Taylor and Gerrish, Broad st, Bristol

Toomey, William Greenfield, Hanley, St-ford, Smallware Dealer. Feb 15 at 11 at the Vine Inn, Stafford. Ashmall, Hanley

Topham, Henry, sen, Wilden, Bedford, Farmer. Feb 21 at 11 at offices of Jessopp, Saint Paul's sq, Bedford

Ujyat, Edward, Walpole Saint Peter, Norfolk, Farmer. Feb 24 at 11 at the Rose and Crown Hotel, Wisbech. Welchman and Carrick, Wisbech

Vidler, Alfred, Hastings, Builder. Feb 21 at 2 at the Provincial Hotel, Havelock rd, Hastings. Meadows and Elliott, Hastings

Walker, James, Ibstock, Leicester, Cowkeeper. Feb 24 at 10.30 at offices of Dewar and Mason, Market st, Ashby-de-la-Zouch

Walker, Walter Burgess, Kirtlington, York, Farmer. Feb 21 at 11 at offices of Richardson, Castlegate, Thirsk

Walker, William, James st, Bethnal Green, Box Maker. Feb 20 at 2 at offices of Cook, Mark lane

Walsham, Henry, New Cle, Lincoln, Beerhouse Keeper. Feb 19 at 3 at offices of Watts, Clethorp rd, Great Grimsby

Warner, Sewall, Liverpool, American Shipbroker. Feb 26 at 2 at offices of Harmond and Co, North John st, Liverpool. Pemberton and Co, Liverpool

Weatherley, Roger, Liverpool, Photographer. Feb 24 at 2 at offices of Jones, Harrington st, Liverpool

White, Thomas, Fairfield rd, Bow. Feb 25 at 3 at offices of Wood and Hubbard, Basinghall st

Whitton, Albert, Fimlico walk, Hoxton, Leather Seller. Feb 13 at 12 at offices of Morris, Mitre ct, Temple

Wilkinson, Charles, David Wilkinson, Charles Henry Wilkinson, and Edward Sykes, Slaithwaite, nr Huddersfield, Soap Manufacturers. Feb 21 at 3 at offices of Learoyd and Co, Buxton rd, Huddersfield

Wilson, Albert George, Lincoln, Flour Dealer. Feb 19 at 11 at offices of Page, Flaxengate, Lincoln

Wimpeny, John, Dyson, Music Seller. Feb 20 at 3 at 35, Albion st, Leeds. Ford and Warren

Wright, John, Redditch, Worcester, Saw Mill Proprietor. Feb 17 at 2 at offices of Jones, Eldon chambers, Berkeley st, Gloucester

Yates, George, Leeds, Tobaccoist. Feb 20 at 3 at offices of Pullan, Bond st, Leeds

Youard, William Thomas, Spencer st, Clerkenwell, Importer of Foreign Comestibles. Feb 17 at 2 at Masons' Tavern, Masons' avenue, Basinghall st. Lewis

Ziegelhauer, Charles Georg Julius, Torquay, Watchmaker. Feb 19 at 11 at the Queen's Hotel, Birmingham. Lindop

TUESDAY, Feb 11, 1879.

Aldatt, William, Wilden, Bedford, Farmer. Feb 22 at 2 at offices of Stimson, Mill st, Bedford

Aimond, Charles Henry, Gorton, nr Manchester, Builder. Feb 27 at 3 at offices of Brett and Craven, Kennedy st, Manchester

Arncliffe, Matthew, Darlington, Builder. Feb 25 at 11 at offices of Wooler, Priestgate, Darlington

Austin, James, Black-hill, Durham, Tobaccoist. Feb 21 at 11 at offices of Maw, Jun, High Bongate, Bishop Auckland

Barrow, Charles Henry, Wolverhampton, Hair Dresser. March 1 at 11 at offices of Prior, Darlington st, Wolverhampton

Bartrum, John, Great Ellingham, Norfolk, Farmer. Feb 27 at 3 at the New Inn Hotel, Attleborough. Wilkinson and Slann, Attleborough

Bealand, Robert, Isaac Naylor, and William Thompson Bealand, Clayton West, York, Worsted Spinners. Feb 21 at 11 at offices of Rawson and Co, Piccadilly, Bradford

Beasley, Richard Edward, Kirkdale, Liverpool, Timber Merchant. Feb 24 at 2.30 at offices of Quinn and Sons, Lord st, Liverpool

Bellamy, George Richard, Wildman, Louth, Lincoln, Cabinet Maker. Feb 21 at 11 at offices of Sharpley and Son, Cannon st, Louth

Bennett, Charles, Birkenhead, Boot Maker. Feb 25 at 2 at offices of Downham, Hamilton sq, Birkenhead

Bevan, Thomas, and Thomas Bevan, jun, Barnstable, Builders. Feb 18 at 3 at offices of Chunter and Co, Bridge Hall chambers, Barnstable

Bing, Henry, Sandwich, Kent, Carpenter. Feb 21 at 1 at the Fleur-de-lis Hotel, Sandwich. Emmerson and Cottow, Sandwich

Blackley, Reuben, Batley, York, Haz Merchant. Feb 24 at 1.30 at offices of Scholefield and Taylor, Brunswick st, Batley

Bliss, John, King's Norton, Worcester, Fruiterer. Feb 24 at 3 at offices of Jacques, Cherry st, Birmingham

Bond, Edmund, Stockton-on-Tees, Auctioneer. Feb 24 at 10 at offices of Ward, Albert rd, Middlesborough

Bosworth, John Alleyns, Humberstone, Leicester, Engineer. Feb 27 at 12 at offices of Fowler and Co, Grey Friar's chambers, Friar lane, Leicester

Bound, Henry, Sandown, Isle of Wight, Builder. Feb 24 at 3 at offices of Edmunds and Co, Holyrood st, Newport. Hooper, Newport

Bower, Joseph, Bradford, York, of no occupation. Feb 22 at 10 at offices of Spencer, Piece Hall yard, Bradford

Briever, Joseph, Bury, Joiner. Feb 24 at 2 at offices of Anderson, Garden st, Bury

Bristow, John, Kidderminster, Shopkeeper. Feb 21 at 10 at offices of Addison, High st, Brierley hill

Broomhead, William Kirk, Hanley, Metal Mounter. Feb 24 at 12 at offices of Padcock and Son, Old Hall st, Hanley

Brown, Elizabeth, Manchester, Dealer in Fancy Goods. Feb 27 at 3 at offices of Horner and Son, Clarece st, Manchester

- Brown, James Thomas, and Henry Brown, St Austell, Cornwall, China Clay Merchants. Feb 25 at 11.30 at the Townhall, St Austell.
- Carlyon and Stephens, St Austell.
- Burton, Joseph, Hanley, Basket Manufacturer. Feb 19 at 11 at offices of Tennant and Co, Cheapside, Hanley.
- Cadd, Charles, Hasel, Warwick, Farmer. Feb 21 at 11.30 at offices of New and Co, Bridge st, Evesham.
- Capey, Alfred, St Ann's terrace, Stamford hill, Builder. Feb 20 at 2 at offices of Parkes, Queen Victoria st.
- Carter, James, Sunderland, Outfitter. Feb 22 at 16 at offices of Strachan, High st West, Sunderland.
- Cartwright, Zachariah, Water lane, Great Tower st, Oil Merchant. Feb 20 at 2 at the Guildhall Tavern, Gresham st. Sadler, Cannon st.
- Clemence, Charles William, Beshmore, Norfolk, Miller. March 1 at 12.30 at the Royal Hotel, Norwich. Brooks, Attleborough.
- Clinch, John Edward, Alfred Maurice Clinch, and John George Turner, Austin Friars, Merchants. Feb 27 at 12 at offices of Flux and Co, East India avenue.
- Clough, James, Oldham, Grocer. Feb 24 at 3 at offices of Clark, Church lane, Oldham.
- Cook, Thomas, Pontypridd, Licensed Victualler. Feb 26 at 4 at offices of Thomas, Church st, Pontypridd.
- Coxson, Thomas Frederick, Aston, Birmingham, Brush Manufacturer. Feb 21 at 3 at offices of Wright and Marshall, Townhall chambers, New st, Birmingham.
- Crook, Wilfrid, Everton, Liverpool, Milk Dealer. March 3 at 3 at offices of Connor, Victoria st, Liverpool. Browne, Liverpool.
- Crossing, John Thomas, Plymouth, Baker. Feb 24 at 12 at offices of Stanbury, Princess st, Plymouth.
- Cule, William, Nelson, nr Pontypridd, Grocer. Feb 24 at 11 at offices of Morgan and Scott, High st, Cardiff.
- Curtis, Joseph, Gloucester, Grocer. Feb 25 at 3 at offices of Haines, Westgate chambers, Berkeley st, Gloucester.
- Darlington, Joshua John, Garston, Lancashire, Schoolmaster. Feb 26 at 3 at offices of Tyndall and Paxton, North John st, Liverpool.
- Dobbs, Henry, Regent st Quadrant, Heraldic Stationer. March 6 at 3 at the Inns of Court Hotel, Holborn. May, Russell sq.
- Dosser, Harry William, Alderton, Suffolk, Builder. Feb 23 at 3 at offices of Moor, Cumberland st, Woodbridge. Pollard, Ipswich.
- Dryden, Thomas, Erdington, nr Birmingham, Builder. Feb 21 at 3 at offices of Fallows, Cherry st, Birmingham.
- Dunn, Charles Edward, Hindley, Lancashire, Tailor. Feb 24 at 11 at offices of Kenyon, Clarence chambers, Wallgate, Wigan. Bryan, Hindley.
- Ear, William, and William Pearson, Liverpool, Mineral Water Manufacturers. Feb 24 at 3 at offices of Blackhurst and Preston, Dale st, Liverpool.
- Elworthy, Joseph John, Chinn, Bridgewater, Innkeeper. Feb 20 at 3 at offices of Chapman, High st, Bridgewater.
- Everett, Edward Thomas, Highbury park, Outfitter. Feb 25 at 11 at offices of Ladbury and Co, Cheapside. Best, New Bridge st.
- Featherstone, William, Landoverry, Carmarthen, Saddler. Feb 24 at 2 at offices of Morris and Morris, Quay st, Carmarthen.
- Fell, James, Lytham, Lancashire, Coal Dealer. Feb 28 at 11 at offices of Turner and Son, Fox st, Preston.
- Fehrwasser, Andrew Francis, Basinghall st, Importer of Fancy Goods. Feb 23 at 12 at the Mason's Tavern, Newton, Finsbury circus.
- Fisher, Edward, Reginald, Radnor, Blacksmith. Feb 24 at 2 at the Swan Hotel, Knighton. Moore, Loomister.
- Frithwell, William, Cardiff, Oil Dealer. Feb 27 at 4 at offices of Williams and Co, the Exchange, Bristol. Morgan and Scott, Cardiff.
- Gash, William, Wigton, Cumberland, Cooper. Feb 24 at 11 at offices of McKever, Wigton.
- Gell, Joseph, Sheffield, Boot Dealer. Feb 21 at 2 at offices of Clegg and Sons, Bank st, Sheffield.
- Gibson, James, Leeds, Poultry Dealer. Feb 23 at 2 at the Law Institution, Albion place, Leeds. Harland.
- Gillett, James, Bristol, Estate Agent. Feb 27 at 2 at offices of Russell and Co, Corn st, Bristol.
- Goldenson, Emanuel, Cardiff, Furniture Dealer. Feb 18 at 11 at offices of Morgan and Scott, High st, Cardiff.
- Goodacre, Joseph, Liverpool, Wine Merchant. Feb 21 at 2 at the Creditors' Association, Arthur st East. May and Co, Adelaide place, London Bridge.
- Gough, Henry, Wolverhampton, Builder. Feb 22 at 11 at offices of Wilcock, Queen st, Wolverhampton.
- Grasby, William, Chorlton-on-Medlock, Commercial Traveller. Feb 24 at 12 at offices of Jones, Mosley st, Manchester. Minor, Manchester.
- Grason, Henry Parker, Barnsley, York, Dyer. Feb 25 at 12 at offices of Dibb and Co, Regent st, Barnsley.
- Grayburn, Richard James, Monk Island, York, Farmer. Feb 25 at 1 at the Imperial Hotel, Paragon st, Kingston-upon-Hull.
- Graves, Isaac, Rotherham, Wheelwright. Feb 26 at 12 at offices of Hoyland, Bank buildings, College st, Rotherham.
- Green, John, Liverpool, Oil Clothing Manufacturer. Feb 27 at 3 at offices of Growther and Co, York st, Manchester. Pemberton and Co, Liverpool.
- Gregson, Richard, Thornton, Lancashire, Shopkeeper. Feb 23 at 3 at offices of Blackhurst, Fox st, Preston.
- Hacking, James, Burnley, Confectioner. Feb 24 at 3 at the Exchange Hotel, Nicholas st, Burnley. Sutcliffe, Burnley.
- Hadfield, John, Litchurch, Derby, Draper. Feb 26 at 1 at the St James's Hotel, St James's st, Derby. Howlands, Birmingham.
- Hain, Darius, Leeds, Leather Merchant. Feb 21 at 3 at offices of Fullan, Bond st, Leeds.
- Handel, John, Brunswick rd, Poplar, Baker. Feb 25 at 1 at offices of Waring, Borough High st.
- Hardman, William, Bedford, Lancashire, Grocer. Feb 24 at 3 at offices of Whittingham, Church st, Leigh.
- Hare, James, Birmingham, out of business. Feb 25 at 3 at offices of Fitter, Bennett's hill, Birmingham.
- Harrison, William Darcey, Waltham Abbey, Essex, Builder. Feb 24 at 11 at offices of Grange and Witheringham, St Mary's chambers, West St Mary's gate, Great Grimsby.
- Hastings, William, Morton, York, Paper Manufacturer. Feb 24 at 2 at offices of Wright and Waterworth, Devonshire buildings, Keithley.
- Hayes, George, Nottingham, Lace Manufacturer. Feb 24 at 3 at offices of Lees, Middle pavement, Nottingham.
- Hemby, Benjamin, Edithmead, Somerset, Cattle Dealer. Feb 21 at 12 at Kellaway's Railway Hotel, Higbybridge. Brice, Burnham.
- Hill, John, Finsbury pavement, Finsbury, Tailor. Feb 25 at 2 at offices of Mason, North building, Finsbury.
- Himpen, Peter, Nassau st, Middlesex Hospital, out of business. Feb 22 at 12 at offices of George, Finsbury pl. Hicks, Victoria pk rd, South Hackney.
- Hines, Albert, Bentley, Suffolk, Innkeeper. Feb 21 at 2 at offices of Mills, Elm st, Ipswich.
- Hodgson, Ann, Caedonian rd, Islington, Furniture Dealer. Feb 23 at 4 at offices of Wertheisfield, Gresham buildings, Guildhall.
- Hodgson, Frederick William, and John Dalby Greenwood, Leeds, Builders. Feb 21 at 11 at offices of Crumlie, Cockridge st, Leeds.
- Holmes, William, Wood Holt, Denbigh, Farmer. Mar 1 at 12 at offices of Sherratt, Regent st, Wrexham.
- Hooking, Richard, Station st, Stratford, Black Lead Manufacturer. Feb 18 at 2 at the Guildhall Tavern, Gresham st. Sadler, Cannon st.
- Howell, Christopher, Cardiff, Grocer. Feb 24 at 12 at offices of Jenkins and Co, St Mary st, Cardiff. Waldron, Cardiff.
- Hughes, William, Landdewi, Denbigh, Miller. Feb 26 at 1 at the Eagles Hotel, Llanrwst. Jam's, Llanrwst.
- Hulston, George Thomas, Northfield, Worcester, Farmer. Feb 23 at 2 at offices of Cheston, Moor st, Birmingham.
- Ideson, Ellen, Burnley, Boot Dealer. Feb 19 at 3 at offices of Read, Hargreaves st, Burnley.
- Jaques, William, Tacchbrook st, Pimlico, Pawnbroker. Feb 22 at 11 at the Guildhall Tavern, Gresham st. Gosly, Westminster bridge rd.
- Jeacock, Thomas Whitmore, Balsall heath, Worcester, Grocer. Feb 29 at 11 at offices of Eaden, Bennett's hill, Birmingham.
- Jerrard, John Coombs, Scarborough, Draper. Feb 28 at 12 at offices of Lorrie, Carter lane, St Paul's. Watts, Scarborough.
- Johnson, Edward Sanderson, Doncaster, Licensed Victualler. Feb 24 at 11 at offices of Palmer, St George gate, Doncaster. Burdakin and Co.
- Jones, Charles William, Manchester, Restaurant Manager. Feb 24 at 3 at offices of Burton, King st, Manchester.
- Jones, William, Rugby, Warwick, Draper. Feb 21 at 11 at offices of Rooke, Bennett's hill, Birmingham.
- King, Arthur Phillis Gathercole, Eye, Suffolk, Grocer. Feb 26 at 12 at offices of Block, Westgate st, Ipswich.
- Kitchiner, William, Jun, Biggleswade, Bedford, Baker. Feb 24 at 3 at the Swan Hotel, Biggleswade. Nicholson, Biggleswade.
- Lang, Isaac, Bridgewater, Boot Dealer. Feb 25 at 2 at the Grand Hotel, Bristol. Reed and Cook, Bridgewater.
- Leather, John, Bolton, Wheelwright. Feb 24 at 3 at offices of Rawwell and Co, Mawdsley st, Bolton.
- Legg, John, Yeovil, Grocer. Feb 25 at 1 at the Saracen's Head, Temple gate, Bristol. Watts, Yeovil.
- Lockwood, Tom, Lepton, nr Huddersfield, Innkeeper. Feb 25 at 3 at offices of Moseler, Buxton rd, Huddersfield.
- Mallalieu, James William, Mimsbridge, nr Huddersfield, Warehouseman. Feb 24 at 3 at offices of Aisley and Hall, New st, Huddersfield.
- Marsden, Josiah, Benjamin Marsden, and George Loxley, Laidstaple, nr Bradford, Engineers. Feb 26 at 12 at offices of Peel and Gamble, Chapel lane, Bradford.
- Mason, Samuel, Northampton, Shoe Manufacturer. Feb 21 at 3 at offices of Shoosmith, Newland, Northampton.
- Mayer, Charles Randall, Endon, Stafford, Parian Manufacturer. Feb 25 at 11 at offices of Kent, Chancery lane, Longton.
- McCarthy, John, South Shields, Grocer. Feb 24 at 3 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne.
- Miller, Edward James, Brewsdon, Stafford, out of business. Feb 24 at 2 at the Talbot Hotel, Quent st, Wolverhampton. Corbett, Darlaston.
- Moses, Aaron, Clarendon st, Harrow rd, China Dealer. Feb 24 at 3 at offices of Lee, Gresham buildings, Basinghall st.
- Myers, Philip, Leeds, Boot Manufacturer. Feb 22 at 11 at offices of Brooke, Bond st, Leeds.
- Needham, Joseph, and George Henry Needham, Parkside, Knightsbridge, Gun Makers. Feb 21 at 1 at offices of Wade, Clifford's inn, Fleet st.
- Nuttall, John, sen, and John Nuttall, Jun, Rochdale, Boot Makers. Feb 24 at 3 at offices of Worth, Old Market pl, Rochdale.
- Owston, William Christopher, Low Fordon, York, Farmer. Feb 24 at 2 at the Keys Hotel, Great Driffield. Foster and Co, Great Driffield.
- Parker, Thomas, Worcester, Draper. Feb 25 at 11 at offices of Miller, Broad st, Worcester.
- Parker, Jonathan, Leicester, Hotel Keeper. Feb 26 at 3 at offices of Wright, Gallowtree gate, Leicester.
- Patmore, Abraham, Holmwood, Surrey, Bricklayer. Feb 23 at 2 at offices of Sadler, High st, Dorking.
- Pearson, John, Forest hill, Kent, Park Fence Builder. Feb 27 at 12 at offices of Moss, Gracechurch st.
- Perry, John, Manchester, Whitensmith. Feb 24 at 11.30 at offices of Slater and Turnbull, Cooper st, Manchester.
- Pogson, Peter, and Richard Edmundson, Leeds, Tanners. Feb 26 at 2 at offices of Markind and Dary, Albion st, Leeds.
- Potts, William, and George Potts, Burton-upon-Trent, Builders. Feb 22 at 11 at offices of Jennings and Burton, Bridge st, Burton-upon-Trent.
- Pyne, Richard Morland, Magdalen Laver, Essex, Farmer. Feb 24 at 3.30 at the Cook Hotel, Epping. Duffield and Bruty, Tokenhouse yard.
- Rees, Henry, Cardiff, Commercial Traveller. Feb 24 at 1 at offices of Clarke, Crookherbtown, Cardiff. Soale, Neath.
- Riggall, William Barnabas, Manby, Lincoln, Farm Manager. Feb 21 at 11.30 at office of Falkner and Owen, Eastgate, Louth.
- Roberts, Joseph, Hulme, Beerhouse Keeper. Feb 26 at 3 at offices of Nuttall and Son, John Dalton st, Manchester.
- Robinson, Samuel, Clarence rd, Lower Clapton, Furniture Dealer. Feb 19 at 1 at offices of Shires, Barleigh st, Strand.

Rowland, William, Cardiff, Coal Merchant. Feb 25 at 11 at offices of Morgan and Scott, High st, Cardiff
 Rowson, Orlando, Stoke-upon-Trent, Mining Contractor. Feb 24 at 3 at offices of Challinor, Okeas side, Hanley
 Sealey, Thomas, Metheringham Fen, Lincoln, Farmer. Feb 25 at 11 at offices of Burton and Scorer, Lincoln
 Scott, Thomas, South Stockton, Butcher. Feb 21 at 3 at offices of Draper, Finkle st, Stockton-on-Tees
 Scott, David Wardlaw, Leadenhall st, Insurance Broker. Feb 25 at 2 at the Guildhall Tavern, Gresham st. Sweetone, Lime st
 Senior, Luke, New Marske, York, Grocer. Feb 18 at 1 at offices of Harrison and Co. Zealand rd. Middlesborough
 Sewell, Thomas, Barrow-in-Furness. Feb 18 at 3 at the Imperial Hotel, Barrow-in-Furness
 Smith, Charles, Coldharbour lane, Brixton, Builder. Feb 24 at 12 at offices of Spain and Co, Gresham buildings, Basinghall st. Saunders and Co, King st, Caneaside
 Smith, John George, Boxmoor, Hertford, Coal Merchant. Feb 21 at 12.30 at the Railway Hotel, Bletchley. Bullock, Great Berkhamstead
 Smith, William, Northampton, Cheese Factor. Feb 18 at 12 at offices of Hensman, St Giles st, Northampton
 Spencer, George, West Woodside, Lincoln, Machine Owner. Feb 19 at 11.30 at the Great Northern Hotel, Haxey. Burton and Son, Gainsborough
 Stevenson, George, Sheffield, Joiners' Tool Manufacturer. Feb 24 at 11 at offices of Binney and Co, Queen st chambers, Sheffield
 Such, Joseph, Stafford, Artist. Feb 24 at 3 at offices of Ansell, Waterloo st, Birmingham
 Swaffer, Daniel, and Frank Swaffer, Kingsnorth, Kent, Farmers. Mar 1 at 10 at the Saracen's Head Hotel, Ashford. Halley and Co
 Swire, Matilda Maria Mercy, Brixton hill, Chemist. Feb 24 at 3 at offices of Lindsey, Regent st
 Tumblett, William, Wembdon, Somerset, Farmer. Feb 20 at 11 at offices of Chapman, High st, Bridgwater
 Thompson, Mary Ann, Darlington, out of business. Feb 25 at 3 at offices of Wilkes, Northgate, Darlington
 Thompson, Samuel, and Isaac Thompson, Barton-on-Humber, Lincoln, Brick Makers. Feb 28 at 11 at offices of Nowell and Priestley, Barton-on-Humber
 Tiffany, Frank Robert, Halifax, Hosier. Feb 27 at 3 at the Spread Eagle Hotel, Corporation st, Manchester. Storey and Ellis, Halifax
 Tipler, James Henry, Takeley, Essex, out of business. Feb 25 at 11 at the Green Man Inn, Takeley. Evans and Eagles, John st, Bedford
 Townin, James, Barnsley, Printer. Mar 4 at 2 at offices of Newman and Sons, Barnsley
 Towa, William Samuel, Gloucester, Tailor. Feb 24 at 3 at offices of Haines, Westgate chambers, Berkeley st, Gloucester
 Toke, Leigh, Cockspur st, Pall Mall, Jeweller. Feb 24 at 2 at the Guildhall Tavern, Gresham st. Rew, New Broad st

Tucker, William, Bristol, Silversmith. Feb 24 at 2 at offices of Saunders and Bradbury, Temple row, Birmingham
 Turner, Henry, Landport, Fruiterer. Feb 26 at 3 at offices of Whitehall, Union st, Portsea
 Whicher, Jesse, West Cowes, Isle of Wight, Tailor. Feb 21 at 11 at offices of Poole, Bartholomew close, Joyce
 White, Helen Maria Watts, Cornhill, Jeweller. Feb 27 at 2 at offices of Kemp and Co, Walbrook. Gush and Phillips, Finsbury circus
 Williams, Daniel, Pontypridd, Grocer. Feb 20 at 10.30 at the Cardiff Arms Hotel, Cardiff. Thomas, Pontypridd
 Williams, David, Llanrwst, Denbigh, Slate Merchant. Feb 26 at 3 at the Eagles Hotel, Llanrwst. James, Llanrwst
 Williams, Richard, Brynmawr, Brecon, Innkeeper. Feb 24 at 1 at the Castle Stores, Brynmawr. Powell, Brynmawr
 Womersley, Richard, Bradford, Stuff Merchant. Feb 24 at 11 at offices of Peel and Gannet, Chapel lane, Bradford
 Wood, Henry, Gloucester, Timber Measurer. Feb 24 at 10.30 at offices of Smith and Franklin, Berkeley st, Gloucester

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